



AGENDA

AUGUST 15, 2023

REGULAR MEETING OF THE HOUSING SUCCESSOR AGENCY AND CITY COUNCIL CITY OF YUBA CITY

5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

MAYOR	• Wade Kirchner
VICE MAYOR	• Shon Harris
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Michael Pasquale
COUNCILMEMBER	• Dave Shaw
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit [yubacity.net ADA & Accessibility Resources page](http://yubacity.net/ADA&AccessibilityResources). If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or (TTY: 530-822-4732), so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.

AGENDA
REGULAR MEETING OF THE HOUSING SUCCESSOR AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
AUGUST 15, 2023
5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_g6HYmP5-T5m7NV8NM2negw. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Closed Session

- A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langle, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCW, Katie Kaneko, Koff & Associates
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

- B. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 52-411-016, located at 825 Jones Street, Yuba City, California; APN 52-161-036, located at 847 Chestnut Street, Yuba City California; and APN 51-095-020, 1483 Gray Avenue, Yuba City, California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

Regular Meeting

Call to Order

Roll Call

- ☐ Mayor Kirchner
- ☐ Vice Mayor Harris
- ☐ Councilmember Boomgaarden
- ☐ Councilmember Pasquale
- ☐ Councilmember Shaw

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. **Jason Matsui Retirement Proclamation**
2. **Holycross Funeral Home 25 year Proclamation**
3. **Yuba City as a Purple Heart City Proclamation**
4. **Yuba Sutter Transit Executive Director, Matthew Mauck**

Public Communication

5. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

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

6. **Minutes from the July 18th, 25th and August 1, 2023 meeting**
Recommendation: Approve the Minutes of July 18th, 25th and August 1, 2023
7. **Presentation of Investment Report - Quarter Ended June 30, 2023**
Recommendation: Note & File Quarterly Investment Report

8. **Emergency Purchase of One (1) Ford Three-Quarter Ton Utility-Bed Pickup**
Recommendation: A. Adopt a Resolution to award the purchase of one (1) Ford three-quarter ton utility-bed pickup to Geweke Ford of Yuba City, CA, in the not-to-exceed amount of \$48,615.28 and authorizing the purchase of necessary equipment and decals to place the vehicle in service, estimated at \$5,000.00 by finding that it is in the best interest of the City to do so
- B. Authorize the Finance Director to make a supplemental appropriation of \$36,815.28 in the Vehicle Replacement Fund
9. **FB 24-01 Chevrolet Tahoe Pursuit Purchase**
Recommendation: A. Adopt a Resolution awarding the purchase of ten (10) Chevrolet Tahoe Pursuit Vehicles to Winner Chevrolet, Inc in the amount of \$573,070.62 . Sole source equipment purchases and install to Cop Shop Installations of Yuba City, CA for the estimated amount of \$223,548.30
- B. Authorize the Finance Director to record a supplemental budget appropriation for the Vehicle Replacement Fund (6610-69401) for \$50,620 for the purchase of the ten (10) Chevrolet Tahoe Pursuit Vehicles in the total amount \$796,618.92
10. **Accela Renewal Agreement**
Recommendation: Adopt a Resolution authorizing the City Manager to enter into a five-year agreement with Accela, Inc. of San Ramon, CA in the amount of \$428,120.93 with the finding that it is in the best interest of the City
11. **Yuba City Firefighters' Local 3793 Memorandum of Understanding (MOU)**
Recommendation: Adopt a Resolution:
- A. Approving the Memorandum of Understanding with Yuba City Firefighters' Local 3793
- B. Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments
12. **First Level Managers Memorandum of Understanding (MOU)**
Recommendation: Adopt a Resolution:
- A. Approving the Memorandum of Understanding with First Level Managers
- B. Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments
13. **Second Groundwater Well - Award for Construction Management and Inspection Services**
Recommendation: Adopt a Resolution awarding a professional services agreement to ICM of Shingle Springs, CA in the amount of their total bid of \$89,890 and authorize the City Manager to execute the contract on behalf of the City

14. Harter Estates South – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation providing for public improvements associated with the Harter Estates South Subdivision Map, approving the Harter Estates South Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on the west side of the Harter Specific Plan Area, east of Ruth Avenue, and south of Vine Avenue.]

Business Items

15. Street Racing Ordinance

Recommendation: Introduce an Ordinance of the City Council of the City of Yuba City further regulating unpermitted motor vehicle racing, exhibitions of speed, and side shows, by authorizing forfeiture and, when applicable, equitable sharing, by amending Section 4-8.407, Article 4, Chapter 8, of Title 4 of the Yuba City Municipal Code by title only and waive the first reading

16. Barry Elementary School Waterline Extension Project (Award Construction Contract)

Recommendation: Adopt a Resolution which takes the following actions:

- A. Reject Newland Entities, Inc.' bid as non-responsive
- B. Award a construction contract to West Valley Construction in the amount of \$3,799,005.00, subject to State approval of an amended funding agreement
- C. Award a professional services agreement for construction management and inspection services to MHM, Inc. in the amount of \$211,623.60, subject to State approval of an amended funding agreement
- D. Award a professional services agreement for labor compliance services to the Solis Group in the amount of \$18,760.00, subject to State approval of an amended funding agreement
- E. Authorize the Finance Director to make the necessary supplemental appropriations

17. Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and Butte Vista neighborhood, and

commercial district)

18. Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24, pursuant to the landscaping and Lighting Act of 1972

Future Agenda Items

19. Future Agenda Items

- Councilmember Pasquale
- Councilmember Boomgaarden
- Councilmember Shaw
- Vice Mayor Harris
- Mayor Kirchner

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

20. City Manager's Report

21. City Council Reports

Adjournment



Proclamation

of the City Council

Jason Matsui
Water Treatment Plant Operator IV
July 22, 1991 to July 22, 2023

WHEREAS, Jason Matsui retired from employment with the City of Yuba City with 32 years of service on July 22, 2023; and

WHEREAS, Jason's dedication to continuous improvement and education in water treatment has provided our residential and commercial customers with safe, reliable, quality drinking water; and

WHEREAS, Jason was an integral part of the Water Treatment Plant team as an experienced and dependable operator who was always willing to take on the often-undesirable night and weekend shifts; and

WHEREAS, Jason's knowledge and quiet leadership will continue to positively impact his team's performance and collaboration for many years to come; and

WHEREAS, the Public Works Department wishes Jason all the best as he enters the next phase of his life with his wife Erin, son Justin, and daughter Allie, wherein he will undoubtedly enjoy his many hobbies, including golf, snowboarding, duck hunting, exercise, and travel.

NOW, THEREFORE, BE IT RESOLVED, that I, Wade Kirchner, Mayor of the City of Yuba City, and on behalf of the entire City Council, do hereby commend Jason's outstanding and loyal service and sincerely urge all residents of the City of Yuba City to join with me in recognizing Mr. Jason Matsui for all of his contributions to the Yuba City community for the past 32 years. His dedicated interest and devotion to his duties and protecting the health and safety of our community has earned Jason the respect and admiration of all residents and co-workers alike.

Done this 15th day of August 2023, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Holycross Funeral Home *25 Year Anniversary*

WHEREAS, The City of Yuba City would like to celebrate and recognize David Holycross the owner of Holycross Funeral Home for 25 years in business; and

WHEREAS, David worked a part-time job in a funeral home during high school and later after his freshman year of college decided to become a mortician and attended mortuary college; and

WHEREAS, today he assists many families with the sensitivity and care of a funeral or memorial service; and

WHEREAS, David works directly with the Sutter County Sheriff Coroner, local churches, and community members to assist with someone's passing 24 hours a day all year round; and

WHEREAS, he has ensured to make it his priority that his clients have a positive experience during this difficult time in their lives. Providing seamless services such as personalized printing, memorial websites, and most importantly filing the legal death certificate; and

WHEREAS, Holycross Funeral Home has a team that includes David's son, Trevor Holycross and his fiancé Tonna Dodge along with other team members, Wes Porter and Zack Dollins; and

WHEREAS, David continues to provide a positive experience for his clients and a level of trust in carrying out an end-of-life service. He hopes to expand the facilities to host a larger chapel space in the future.

NOW, THEREFORE, BE IT RESOLVED, that I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of our entire City Council, do hereby congratulate David Holycross the owner of Holycross Funeral Home on their 25 year anniversary.

Done on this 15th day of August 2023 at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

City of Yuba City Proclaiming the City as a Purple Heart City

WHEREAS, the National citizens of Yuba City have a great admiration and the utmost gratitude and have always had a proud history of supporting our active military and our veteran population; and

WHEREAS, the Purple Heart Medal is the oldest military decoration in present use, and was initially created as a Badge of Military Merit by General George Washington in 1782; and

WHEREAS, many citizens (past and present) of our community have received the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force; and

WHEREAS, veterans have paid the high price for freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the mission of the Yuba City American Legion is to foster an environment of goodwill among combat-wounded veterans, promote patriotism, to make sure that we never forget the sacrifices of our military service men and women; and

WHEREAS, the City requested Yuba City American Legion Vice Commander Brock Bowen to pursue Yuba City becoming a Purple Heart City; and

WHEREAS, the City of Yuba City is already in the process of having Highway 20 and Highway 99 becoming part of the National Purple Heart Trail within the City Limits of Yuba City.

NOW, THEREFORE BE IT RESOLVED, that I, Wade Kirchner, Mayor of Yuba City, on behalf of the City Council, does hereby proclaim the City of Yuba City as a Purple Heart City, and hereby encourages the residents and businesses of Yuba City to show their appreciation for sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

Done this 15th day of August, 2023 at the City of Yuba City, County of Sutter, State of California.



Introduction of the New Executive Director for the Yuba-Sutter Transit - **Matthew Mauck**.

Yuba-Sutter Transit's Mission

To provide safe and cost effective public transportation services that increase mobility and improve the quality of life for Yuba and Sutter County residents.

To contact Matthew Mauck directly:

530-634-6880 x102 or email matt@yubasuttertransit.com

Yuba-Sutter Transit

2100 B Street, Marysville, CA 95901

CITY OF YUBA CITY

Public Communication

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

Procedure

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

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

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

Or email to:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the July 18th, 25th and August 1, 2023 meeting
Recommendation: Approve the Minutes of July 18th, 25th and August 1, 2023
Fiscal Impact: None

Attachments:

1. 07-18-2023 - Regular Meeting Minutes (DRAFT)
2. 07-25-2023 - Special Closed Session of the Housing Successor Agency Minutes (DRAFT)
3. 08-01-2023 - Special Closed Session of the Housing Successor Agency Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
JULY 18, 2023

5:00 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Kirchner at 5:00 PM

Roll Call

Present: Mayor Kirchner and Councilmembers Boomgaarden, Shaw, and Pasquale

Absent: Councilmember Harris

Closed Session

- A. Conference With Legal Counsel—Existing Litigation (Pursuant to Government Code Section 54956.9(d)(1))
Name of case: Derek Sweet, Claim number: 4A22010F6M7-0001
- B. Conference with Legal Counsel – Pending Litigation per Government Code Section 54956.9(d)(4); (One case)

No public comment received

Regular Meeting

Call to Order

The Regular Meeting of the City Council called to order by Mayor Kirchner at 6:00 PM

Roll Call

Present: Mayor Kirchner and Councilmembers Boomgaarden, and Pasquale

Absent: Councilmember Harris and Shaw

[Councilmember Shaw arrived at 6:26PM]

Invocation/Inspiration

Pastor Greg Mansur – Adventure Church of Yuba City

Pledge of Allegiance to the Flag

Laura Nicholson

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

Due to recusals, Item 13 was pulled from the Consent Calendar and voted on separately
Item 21 was continued to the regular meeting on 8/15/23

Ceremonial Presentations

1. Retirement Proclamation for Sergeant Dennis Hauck

Mayor Kirchner presented a proclamation to Police Sergeant Dennis Hauck

Laura Nicholson, representing Senator Niello and Assemblyman Gallagher, also presented a proclamation

David Morgan, from Congressman LaMalfa's office, presented a Congressional Certificate of Recognition

2. July is Parks and Recreation Month, Proclamation

Mayor Kirchner presented a proclamation to Community Services Director, Brad McIntire, and Parks & Recreation Staff

Public Communication

3. Appearance of Interested Citizens

No public comment

Consent Calendar

Item 13 to be heard separately.

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 4-12 and 14-15

4. Minutes from the June 20th and 29th, 2023 meeting

Approve the June 20th and 29th, 2023 meeting minutes

5. Planned Development 18 (PD 18) Zoning District associated with Tentative Subdivision Map (TSM) 23-01, West Walton Village

Adopt **Ordinance 009-23** of the City Council of the City of Yuba City approving Environmental Assessment (EA) 23-02 by adopting a Mitigated Negative Declaration prepared for Planned Development (PD) 18 and SM 23-01 and

rezoning Assessor's Parcel 58-020-001 to add Planned Development (PD) 18 located on the west side of Walton Avenue approximately 670 feet north of Franklin Road; Assessor's Parcel Number (APN) 58-020-001, and waive the second reading

6. Designation of Voting Delegates for the League of California Cities Annual Conference in September 2023

Designate Mayor Wade Kirchner to serve as the Voting Delegate for the 2023 League of California Cities Annual Conference in September 2023, and designate Vice Mayor Shon Harris to serve as an alternate

7. SACOG Fund Exchange Agreement (Authorization to execute)

Adopt **Resolution 23-085** authorizing the City Manager to execute a Fund Exchange Agreement with the Sacramento Area Council of Governments agreeing to have federal funds be de-programmed from the Bridge Street Reconstruction Development Phase project and re-programmed to the Walton Avenue Complete Streets project

8. Anneka Sewer Replacement Project (Plans and Specifications)

Adopt **Resolution 23-086** adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Anneka Sewer Replacement Project and authorizing advertisement for bids on the project

9. ADA Ramp and Sidewalk Improvements Project (Award Construction Contract)

Adopt **Resolution 23-087** awarding a construction contract to FBD Vanguard Construction, Inc. of Livermore, CA in the amount of their total base bid plus bid alternative of \$347,536.00 for the ADA Ramp and Sidewalk Improvements Project

10. Wastewater Treatment Facility RAS & WAS Pump Replacement Project (Award Construction Contract)

Adopt **Resolution 23-088** of the City Council of the City of Yuba City awarding a construction contract to TNT Industrial Contractors, Inc. of Sacramento, CA in the amount of their total bid of \$276,760.00 (WWTF RAS/WAS Pump Replacement Project)

11. Harter Specific Plan Infrastructure Improvement Fee

Adopt **Resolution 23-089** modifying the timing of collection of the Harter Specific Plan Infrastructure Improvement Fee

12. Harter Estates South (Annexation #4 of property in CFD 2021-1)

Adopt **Resolution 23-090** annexing a certain area, Harter Estates South, within the City Limits into an existing Community Facilities District (CFD No.

2021-1) to fund municipal services, and filing said Resolution, along with the Fourth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

13. [Item voted on separately]

~~Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Resolution of Intent~~

~~A. Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:~~

- ~~○ Resolution Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1~~
- ~~○ Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1~~

~~B. Set a Public Hearing for August 15, 2023 at 6:00 PM to establish assessments for FY 2023-24~~

14. **Consideration of a Staff Services Agreement between the City of Yuba City and the Sutter County Local Agency Formation Commission (Sutter LAFCO)**

Authorize the Mayor to sign a Staff Services Agreement between the City of Yuba City and Sutter LAFCO

15. **Overnight Camping Memorandum of Understanding (MOU) - 68 2nd Street, Yuba City**

Adopt a Memorandum of Understanding (MOU) with the County of Sutter to provide ongoing funding for the operation of an overnight camping site for individuals experiencing homelessness at 68 2nd Street, Yuba City

The motion passed with three (3) votes [Harris & Shaw absent]

Business Items

16. **Consideration of Inclusion of Delinquent Charges and Penalties for Water and Wastewater Services on Secured Tax Roll**

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

Councilmember Pasquale moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 23-093** for the inclusion of delinquent charges and penalties for water and wastewater services on the secured tax roll in the same manner as the general taxes and directing that a lien also be placed on the subject properties

The motion passed with three (3) votes [Harris & Shaw absent]

[Councilmember Shaw arrived at 6:26PM]

17. Burned/Damaged Building Abatement

Received a staff presentation on fire damaged building abatement
Presentation only. No Council Action

Item pulled from Consent Calendar:

13. Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Resolution of Intent

Recusals (2): Councilmember Boomgaarden and Councilmember Pasquale

Absent (1): Vice-Mayor Harris

City Attorney advised on voting procedures without a quorum. In order to follow the Rule of Necessity (Gov. Code 87101), a coin toss was officiated by City Clerk Administrator.

Disqualified member, Councilmember Pasquale, was allowed to participate in the vote so that a quorum could be reached.

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to:

- A. Adopt the following Resolutions to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972:
 - o **Resolution 23-091** Approving the Engineer's Report, Yuba City Landscape Maintenance District No. 1
 - o **Resolution 23-092** of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1
- B. Set a Public Hearing for August 15, 2023 at 6:00 PM to establish assessments for FY 2023-24

The motion was passed with three (3) votes [Harris absent, Boomgaarden recused]

18. Plumas Street Improvements - Water Tower Painting and Lighting (Award Construction Contract)

Sandee Drown spoke
Natalie Severson spoke

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 23-094** which awards a Standard Agreement to Yesco Signs, LLC of Salt Lake City, UT for the re-painting, logo installation and lighting retrofit services on the Plumas Street water tower in the amount of their total bid of \$390,875.37

The motion was passed with four (4) votes [Harris absent]

19. Aquifer Storage and Recovery Well Project - Consultant Award

Councilmember Shaw moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 23-095** with the following actions:

- A. Award a Professional Services Agreement to Carollo of Sacramento, CA in the amount of \$2,613,830 for development of environmental documents, permits, plans and specifications, bid services, and hydro geologic and other services for the Aquifer Storage and Recovery Well Project, subject to material terms, with the finding that it is in the best interest of the City
- B. Authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- C. Authorize the Finance Director to make necessary supplemental appropriations to be reimbursed for the grant funds

The motion passed with four (4) votes [Harris absent]

20. Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Public Hearing

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

Councilmember Pasquale moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 23-096** confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

The motion passed with four (4) votes [Harris absent]

21. [Item continued to 8/15/23]

~~**Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Public Hearing**~~

~~Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and Butte Vista neighborhood, and commercial district)~~

Future Agenda Items

22. Future Agenda Items

No suggestions made

Reports and Communications

23. City Manager's Report

24. City Council Reports

- Councilmember Boomgaarden
- Councilmember Pasquale
- Councilmember Shaw
- Mayor Kirchner

Adjournment

Mayor Kirchner adjourned the Regular Meeting of the City Council at 7:45 PM

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
SPECIAL CLOSED SESSION MEETING
OF THE HOUSING SUCCESSOR AGENCY
JULY 25, 2023 – 5:00 PM
SUTTER ROOM/VIRTUAL

Special Closed Session Meeting

The Special Meeting of the Housing Successor Agency was called to order by Mayor Kirchner at 5:00 pm

Roll Call

Present: Mayor Kirchner, Councilmembers Boomgaarden, Pasquale and Shaw

Absent: Vice Mayor Harris

Pledge of Allegiance to the Flag

Mayor Kirchner led the pledge

Public Communication

No Public comment

Closed Session

- A. Confer with real property negotiator Diana Langley pursuant to Government Code Section 54956.8 regarding possible sale of APN 51-095-020, 1483 Gray Avenue

No reportable action

Adjournment

Mayor Kirchner adjourned the Special Closed Session Meeting at 5:09 PM

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

/js

ATTACHMENT 3

MINUTES (DRAFT)
SPECIAL CLOSED SESSION MEETING
OF THE HOUSING SUCCESSOR AGENCY
AUGUST 1, 2023 – 4:30 P.M.
SUTTER ROOM/VIRTUAL

Special Closed Session Meeting

The Special Meeting of the Housing Successor Agency was called to order by Mayor Kirchner at 4:30 pm

Roll Call

Present: Mayor Kirchner, Councilmembers Boomgaarden, Harris, Pasquale and Shaw

Absent: None

Pledge of Allegiance to the Flag

Councilmember Pasquale led the pledge

Public Communication

No Public Comment

Closed Session

A. Confer with Real Property Negotiator (Government Code § 54956.8)

Property: APN 52-411-016, located at 825 Jones Street, Yuba City, California; APN 52-161-036, located at 847 Chestnut Street, Yuba City California; and APN 51-095-020, 1483 Gray Avenue, Yuba City, California

Negotiator: Diana Langley, City Manager/Executive Director

Negotiating parties: TBD

Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

No reportable action

Adjournment

Mayor Kirchner adjourned the Special Closed Session Meeting at 4:37 pm

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

/js

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Presentation of Investment Report - Quarter Ended June 30, 2023
Recommendation: Note & File Quarterly Investment Report
Fiscal Impact: Informational item only

Purpose:

To provide information regarding the investment of City funds.

Council's Strategic Goal:

This staff report addresses the City Council's Strategic Goal of fiscal responsibility.

Background:

In accordance with the City's adopted Investment Policies, staff prepared the attached investment report for City Council review for the previous quarter (April, May, and June 2023).

Analysis:**Portfolio Highlights:**

- As of June 30, 2023, the City's overall investment portfolio (estimated market value) totaled \$164,713,193, an increase of \$31,514,124 from the previous quarter.
- Notable transactions during the quarter that affected cash flow included:
 1. Property tax and assessment receipts, \$13.41 million;
 2. Sales tax receipts, \$4.49 million;
 3. Debt service payments, various funds, \$4.12 million;
 4. Streets & Road rehab and construction, \$1.74 million in expenditures, offset by \$1.97 million in gas tax revenues and project reimbursements;
 5. Franchise Fee revenues, \$1.36 million;
 6. SBFCA expenses, \$1.00 million; offset by \$7.89 million of state reimbursements and other revenues.

- The portfolio shows a “paper loss” of \$3,399,620 as of June 30th. This represents the amount of value that the City would lose if it were to liquidate its entire portfolio at the end of the reporting period. However, such losses will not be realized if the investments are held until maturity (which is the City’s general investment strategy).
- The City’s portfolio is still replacing lower yield instruments with higher yields for each maturing bond in this fixed income market, and the overall portfolio yield increased compared to past quarters. The portfolio remains positioned for a higher yield environment by keeping the maturity dates of our purchases at a more neutral position, currently 1.11 weighted average years to maturity, while remaining watchful for signs of an economic shift. For the quarter ended 6/30/23, 29 investments matured or sold, partially or in whole, with an average yield of 1.34%. These funds, along with LAIF holdings, were invested in 8 instruments with an average yield of 4.29%. The Weighted Average Yield to Maturity of the City’s total investment portfolio increased from 2.40% to 3.11% for the quarter.
- The City’s cash flow needs will be met by roughly \$82.3 million in liquid assets as of June 30th (approximately 50.9% of the City Held Investments portfolio value) that is currently invested in LAIF, CAMP, First American money management funds, and in the City’s Wells Fargo checking account.

Outlook: With more Fed rate hikes looming, the City remains in a moderately defensive duration position. US Treasury bonds remain a strong choice and corporate bonds/ABS are producing high yields and will be added to the portfolio as other issues mature.

Summary Overview: The City’s investment portfolio continues to remain safe and stable. Each investment continues to be in compliance with state law and the City’s formal Investment Policies. Our three primary objectives for the City’s portfolio are safety, liquidity, and then yield. With this in mind, staff continues to conservatively look for opportunities in today’s marketplace while remaining focused on our primary objectives.

Fiscal Impact:

Informational item only.

Recommendation:

Note and file the Quarterly Investment Report for the period ending June 30, 2023.

Attachments:

1. Investment Report

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

Attachment 1



City of Yuba City

Treasurer's Quarterly Investment Report

AS PRESCRIBED BY CALIFORNIA GOVERNMENT CODE SECTION 53646

June 30, 2023

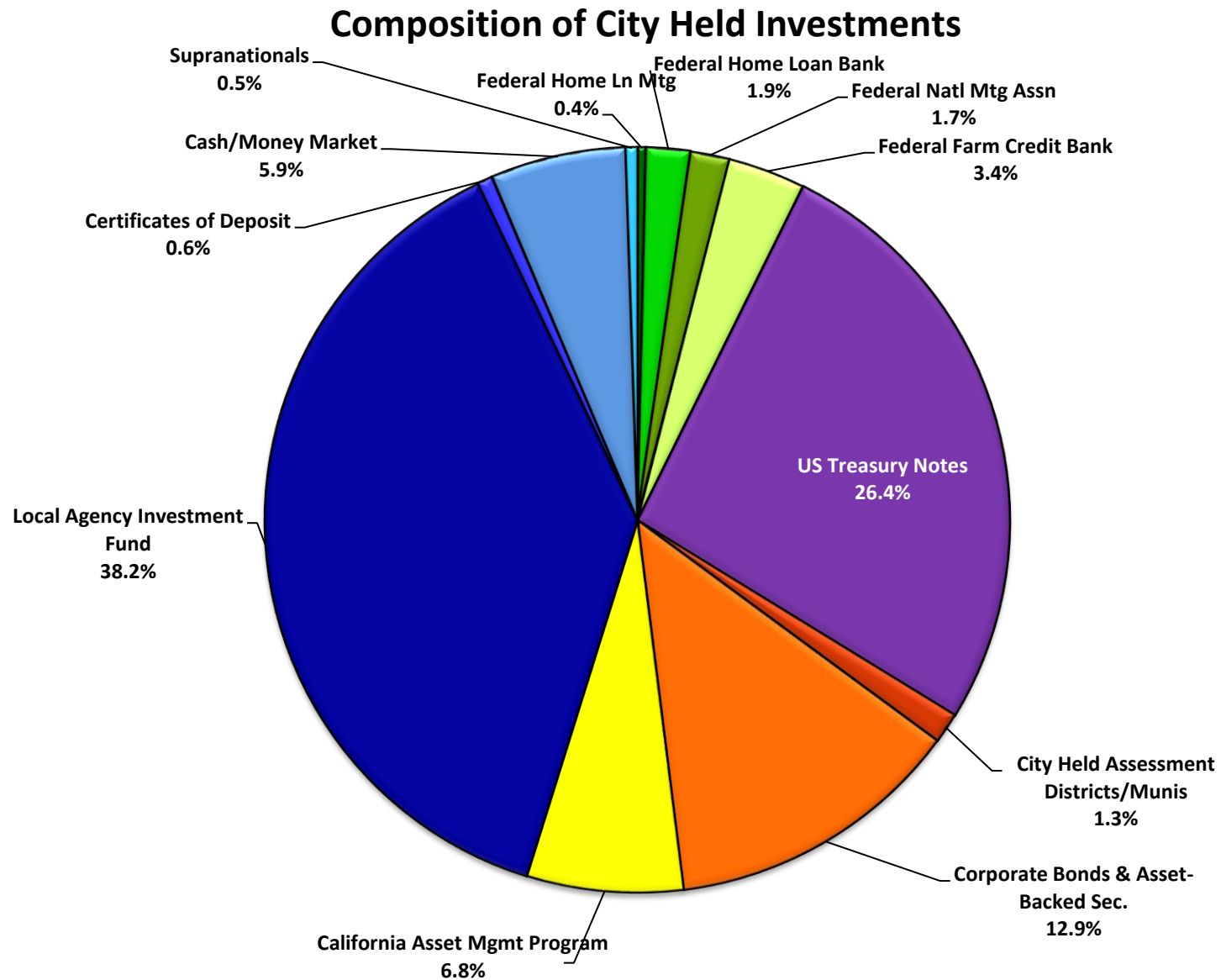
City of Yuba City – Month-By-Month Comparison Report
June 30, 2023

The following table provides a comparison of the portfolio for the quarter ended December, and the previous quarters ended April, May, and June 2023.

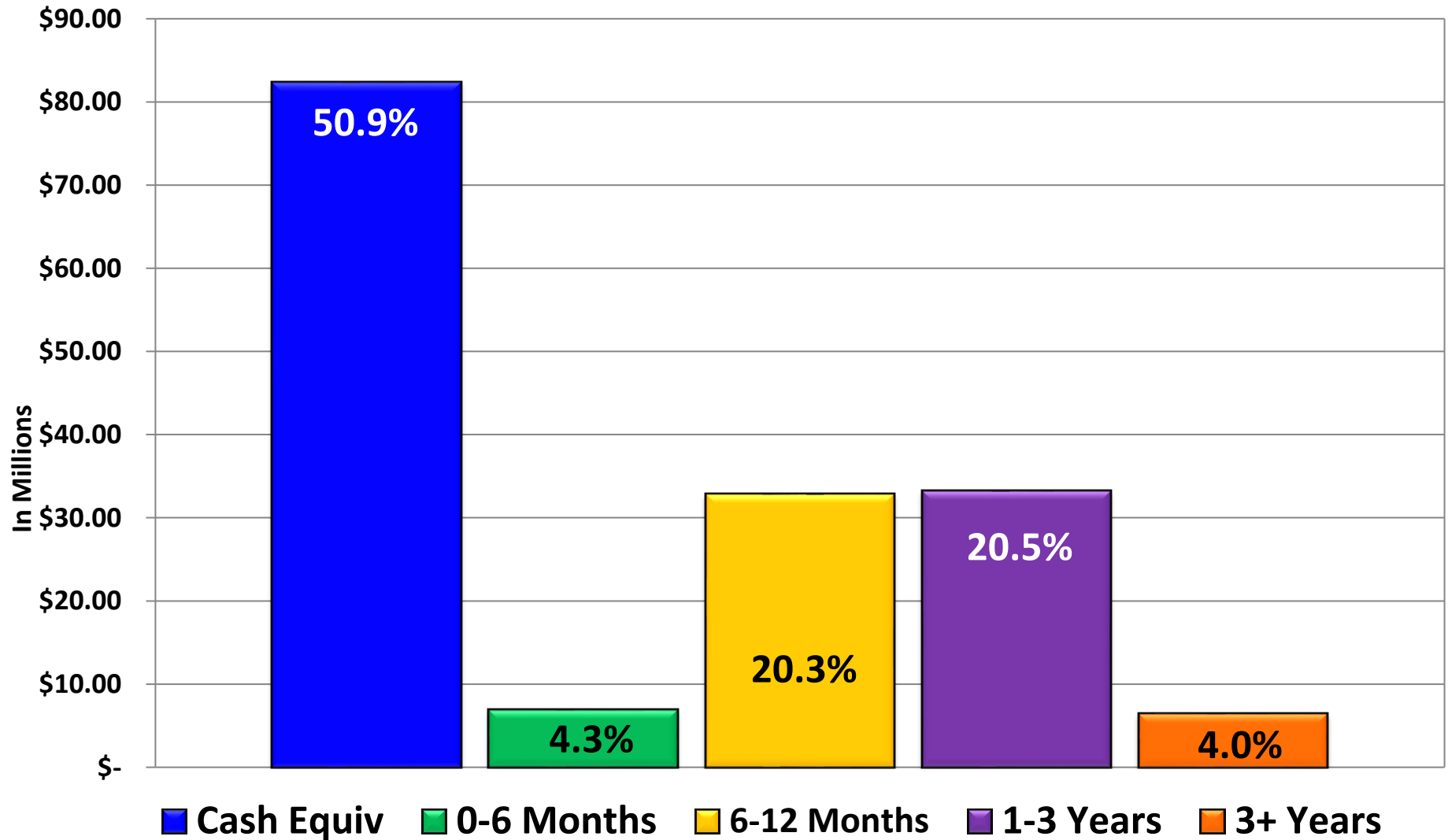
Portfolio Comparison				
	9/30/2022	12/31/22	3/31/23	6/30/23
Cost Basis	\$144,678,104	\$136,994,697	\$135,883,897	\$168,112,812
Estimated Market Value	140,676,200	133,083,255	133,199,069	164,713,193
Unrealized Gains/(Losses) ⁽¹⁾	(4,001,904)	(3,911,442)	(2,684,829)	(3,399,620)
Liquidity	51.49%	44.14%	43.38%	50.93%
Weighted Average Years: Maturity of City Held Funds	1.06 years	1.17 years	1.24 years	1.11 years
LAIF Interest Rate	1.630%	2.070%	2.074%	3.167%
CAMP Interest Rate	2.610%	4.300%	4.800%	5.24%
Portfolio: Weighted Average Yield to Maturity at Market	1.68%	2.02%	2.40%	3.11%
CPI (Annualized)	8.2%	6.5%	5.0%	3.0%

Note: (1) This represents the amount of money that the City would gain (or lose) if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains (or losses) will not be realized if the investments are held until maturity (which is the City's historical investment strategy).

City of Yuba City – Quarterly Investment Report
June 30, 2023



City Held Investment Portfolio Maturity Distribution



**City of Yuba City
Monthly Investment Statement
City Held Investments**

June, 2023

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
	U.S. Consumer Price Index (Inflation)		06/30/23		3.000%			
1	Local Agency Investment Fund (LAIF)	N/A	Daily	3.167%	3.167%	\$ 62,829,465	61,876,248	\$ (953,217)
2	Calif. Asset Management Program (CAMP)	N/A	Daily	5.240%	5.240%	10,938,754	10,938,754	-
3	Wells Fargo Money Market & Checking Accts.	N/A	Daily (Sweep)	4.943%	4.943%	9,026,848	9,026,848	-
4	First American Institutional Prime	26200630S	Daily	4.840%	4.840%	480,026	480,026	-
5	US Treasury Notes	91282CCN9	07/31/23	0.125%	1.009%	671,077	677,362	6,284
6	Federal Home Ln Mtg	3137EAEW5	09/08/23	0.250%	0.234%	600,222	594,552	(5,670)
7	Plumas Bank CD	269101799	09/17/23	0.000%	0.000%	1,046,940	1,046,940	-
8	US Treasury Notes	912828T26	09/30/23	1.375%	1.742%	640,227	643,832	3,605
9	Federal Farm Credit Bank	3133EMCQ3	10/13/23	0.280%	0.314%	999,000	985,070	(13,930)
10	US Treasury Notes	912828T91	10/31/23	1.625%	1.433%	302,273	296,460	(5,813)
11	Federal Farm Credit Bank	3133EHN25	11/01/23	2.200%	1.842%	1,014,870	988,950	(25,920)
12	US Treasury Notes	9128285P1	11/30/23	2.875%	0.615%	1,044,925	989,810	(55,115)
13	US Treasury Notes	91282CBE0	01/15/24	1.250%	0.443%	695,026	680,862	(14,164)
14	US Bancorp MTNS Bank Notes	91159HHV5	02/05/24	3.375%	2.075%	1,049,040	985,490	(63,550)
15	Federal National Mortgage Assn Notes (Fannie Mae)	3135G0V34	02/05/24	2.500%	2.600%	1,393,700	1,375,206	(18,494)
16	US Bancorp MTNS Bank Notes	91159HHV5	02/05/24	3.375%	3.190%	453,848	443,471	(10,377)
17	US Treasury Notes	912828B66	02/15/24	2.750%	4.640%	1,124,844	1,131,129	6,285
18	Schwab Charles Corp	808513BN4	03/18/24	0.000%	0.770%	84,958	82,004	(2,954)
19	Federal Farm Credit Bank	3133EMBE1	03/28/24	0.300%	0.322%	1,099,175	1,057,771	(41,404)
20	US Treasury Notes	912828W71	03/31/24	2.125%	1.673%	662,444	634,459	(27,985)
21	Federal Home Loan Bank	3130AMQQ8	04/23/24	0.350%	0.350%	1,500,000	1,437,990	(62,010)
22	US Treasury Notes	912828X70	04/30/24	2.000%	1.591%	509,004	486,115	(22,889)
23	IBM Corporate Notes	459200JY8	05/15/24	3.000%	0.538%	540,180	490,841	(49,339)
24	IBM Corporate Notes	459200JY8	05/15/24	3.000%	0.715%	535,390	486,489	(48,901)
25	Caterpillar Mtn	14913R2L0	05/17/24	0.450%	0.497%	998,750	957,200	(41,550)
26	American Honda Finance Corp Med Term Notes	02665WCZ2	06/27/24	2.400%	2.430%	249,603	242,335	(7,268)
27	US Treasury Notes	912828XX3	06/30/24	2.000%	1.653%	761,191	718,111	(43,081)
28	US Treasury Notes	912828XX3	06/30/24	2.000%	1.419%	1,127,113	1,063,323	(63,790)
29	US Treasury Notes	912828XX3	06/30/24	2.000%	0.672%	422,578	398,662	(23,916)
30	US Treasury Notes	912828XX3	06/30/24	2.000%	1.566%	815,500	769,346	(46,154)
31	US Treasury Notes	91282CEX5	06/30/24	3.000%	3.200%	1,245,459	1,230,443	(15,016)
32	US Treasury Notes	91282CEX5	06/30/24	3.000%	3.410%	1,092,094	1,078,927	(13,167)
33	US Treasury Notes	91282CEX5	06/30/24	3.000%	3.490%	2,181,266	2,154,967	(26,299)
34	US Treasury Notes	91282CEX5	06/30/24	3.000%	4.260%	2,251,215	2,224,072	(27,142)
35	US Treasury Notes	91282CCL3	07/15/24	0.375%	0.409%	649,367	617,325	(32,043)
36	US Treasury Notes	91282CCT6	08/15/24	0.375%	0.410%	1,198,922	1,135,308	(63,614)
37	Walt Disney Co Corporate Bonds	254687FK7	08/30/24	1.750%	1.836%	273,878	263,552	(10,326)
38	US Treasury Notes	912828YE4	08/31/24	1.250%	5.230%	3,436,031	3,433,644	(2,387)

**City of Yuba City
Monthly Investment Statement
City Held Investments**

June, 2023

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
39	Darrough Drive AD		09/02/24	6.000%	6.000%	23,798	23,798	-
40	Deere John Mtn	24422EVU0	09/10/24	0.625%	0.650%	89,942	85,033	(4,909)
41	Toyota Motor Credit Corp	89236TJN6	09/13/24	0.625%	2.770%	522,550	519,442	(3,108)
42	Caterpillar Finl Mtn	14913R2P1	09/13/24	0.600%	0.650%	224,694	212,380	(12,314)
43	Inter Amer Bk Mtn	4581X0DZ8	09/23/24	0.500%	0.520%	584,567	551,158	(33,409)
44	US Treasury Notes	912828YH7	09/30/24	1.500%	0.474%	154,764	143,121	(11,643)
45	Federal Farm Credit Bank	3133EMCN0	10/15/24	0.400%	0.432%	948,813	890,274	(58,539)
46	MBART 2021-B A3	58769KAD6	11/15/24	0.400%	0.400%	87,361	85,982	(1,379)
47	California St Dept Wtr Res Cent	13067WPG1	12/01/24	2.751%	1.486%	179,348	163,919	(15,429)
48	US Treasury Notes	912828YY0	12/31/24	1.750%	0.326%	1,224,795	1,101,688	(123,107)
49	US Treasury Notes	912828YY0	12/31/24	1.750%	0.180%	961,945	865,258	(96,687)
50	US Treasury Notes	912828YY0	12/31/24	1.750%	0.270%	1,092,426	982,623	(109,802)
51	US Treasury Notes	912828YY0	12/31/24	1.750%	0.280%	955,793	859,724	(96,069)
52	US Treasury Notes	912828YY0	12/31/24	1.750%	0.290%	424,031	381,411	(42,620)
53	US Treasury Notes	912828YY0	12/31/24	1.750%	2.940%	387,875	348,889	(38,986)
54	BMWLT 2021-2 A4	09690AAD5	01/27/25	0.430%	0.431%	369,986	359,858	(10,128)
55	US Treasury Notes	91282CDZ1	02/15/25	1.500%	2.840%	337,928	330,341	(7,587)
56	American Express Co Corp Note	025816CQ0	03/04/25	2.250%	2.290%	79,919	75,769	(4,150)
57	John Deere Med Term Notes	24422EWB1	03/07/25	2.125%	3.030%	975,850	950,880	(24,970)
58	Roche Holdings Inc. (Callable) Corporate	771196BT8	03/10/25	2.130%	2.130%	365,000	346,757	(18,243)
59	Home Depot Inc Corporate Notes	437076CM2	04/15/25	2.700%	2.760%	24,956	23,978	(979)
60	Bank of New York Mellon	06406RAN7	04/24/25	1.600%	0.841%	437,402	398,221	(39,181)
61	US Treasury Notes	912828ZL7	04/30/25	0.375%	2.710%	838,409	828,072	(10,337)
62	Cintas Corporation	17252MAP5	05/01/25	3.450%	3.460%	59,987	58,062	(1,925)
63	USAA Capital Corp	90327QD89	05/01/25	3.375%	3.490%	214,297	206,486	(7,811)
64	Chevron Corp New Notes	166764BW9	05/11/25	1.554%	3.200%	572,040	562,212	(9,828)
65	Apple Inc.	037833BG4	05/13/25	3.200%	0.814%	436,332	386,972	(49,360)
66	The Goldman Sachs Group	38148LAE6	05/22/25	3.750%	1.026%	222,856	193,032	(29,824)
67	National Australia	63254ABD9	06/09/25	3.500%	3.500%	250,000	241,600	(8,400)
68	National Rural Med Term Notes	63743HFE7	06/15/25	3.450%	3.460%	44,988	43,289	(1,699)
69	US Treasury Notes	912828ZW3	06/30/25	0.250%	0.360%	760,884	707,792	(53,092)
70	US Treasury Notes	912828ZW3	06/30/25	0.250%	3.030%	551,627	547,968	(3,659)
71	JP Morgan Chase & Co	46625HMN7	07/15/25	3.900%	1.024%	450,500	389,928	(60,572)
72	GMALT 2021-3 A4	36262XAD6	07/21/25	0.500%	0.501%	69,997	67,880	(2,117)
73	IBM Corporate Notes	459200KS9	07/27/25	4.000%	4.000%	200,000	195,484	(4,516)
74	Federal National Mortgage (Fannie Mae)	3135G05X7	08/25/25	0.375%	0.410%	499,070	454,975	(44,095)
75	Federal National Mortgage (Fannie Mae)	3135G05X7	08/25/25	0.375%	3.050%	918,880	909,950	(8,930)
76	Buttes Vista 2000-1 AD, 2013 Refunding		09/02/25	2.730%	2.730%	143,453	143,453	-
77	Walmart Inc. Corporate Notes	931142EW9	09/09/25	3.900%	3.920%	164,885	162,155	(2,730)

**City of Yuba City
Monthly Investment Statement
City Held Investments**

June, 2023

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
78	Walmart Inc. Corporate Notes	931142EW9	09/09/25	3.900%	4.070%	398,160	391,568	(6,592)
79	Federal Farm Credit Bank	3133ENP95	09/30/25	4.250%	4.191%	1,101,808	1,086,503	(15,305)
80	United Health Group	91324PEN8	10/15/25	5.150%	5.150%	69,994	70,194	200
81	National Rural Mtn	63743HFF4	10/30/25	5.450%	5.500%	64,913	65,023	110
82	Citigroup Inc. Corporate Notes (Callable)	172967ND9	11/03/25	1.281%	1.281%	135,000	126,464	(8,536)
83	HAROT 2021-3 A3	43815EAC8	11/18/25	0.410%	0.410%	108,534	104,462	(4,072)
84	Amazon	023135CN4	12/01/25	4.600%	4.600%	624,963	620,113	(4,850)
85	Bank of America Corp Notes (Callable)	06051GKE8	12/06/25	1.530%	1.530%	225,000	210,332	(14,668)
86	US Treasury Notes	91282CBC4	12/31/25	0.380%	0.728%	368,965	338,014	(30,951)
87	Hyundai Auto Rec TR	44934KAC8	01/15/26	0.590%	0.390%	145,282	140,587	(4,695)
88	HAROT 2021-4 A3	43815GAC3	01/21/26	0.880%	0.885%	129,973	124,771	(5,201)
89	Bank of America Corp F/R	06051GGZ6	01/23/26	3.366%	1.326%	219,558	191,622	(27,936)
90	Morgan Stanley	61746BDZ6	01/27/26	3.875%	1.270%	224,686	193,062	(31,624)
91	State Street Corp	857477BR3	02/06/26	1.746%	1.750%	65,000	60,900	(4,100)
92	HART 2021-C A3	44935FAD6	05/15/26	0.740%	0.745%	99,978	96,067	(3,911)
93	Carmx 2021-3 A3	14317DAC4	06/15/26	0.550%	0.550%	155,356	148,910	(6,446)
94	MBART 2021-1 A3	58772WAC7	06/15/26	0.460%	0.463%	184,664	177,585	(7,079)
95	TAOT 2022 A3	89239KAC5	06/15/26	0.000%	1.230%	174,970	167,641	(7,329)
96	GM Fin Cons Auto Rec TR 2021 A-3	380140AC7	06/16/26	0.580%	0.480%	96,020	92,231	(3,789)
97	Toyota Motor Credit Corp	89236TJK2	06/18/26	1.125%	1.204%	224,145	201,177	(22,968)
98	VALET 2021-1 A3	92868KAC7	06/22/26	1.020%	1.021%	169,177	162,777	(6,400)
99	COMET 2021-A1	14041NFW6	07/15/26	0.550%	0.550%	279,989	265,476	(14,512)
100	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.030%	910,781	901,952	(8,830)
101	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.040%	1,274,984	1,262,624	(12,360)
102	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.330%	405,545	401,613	(3,932)
103	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.460%	807,785	799,954	(7,831)
104	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.930%	1,998,633	1,979,257	(19,376)
105	COPAR 2021-1 A3	14044CAC6	09/15/26	0.770%	0.770%	129,998	124,205	(5,793)
106	TAOT 2022-B A3	89238FAD5	09/15/26	2.931%	2.931%	89,998	87,066	(2,932)
107	GM Fin Cons Auto Rec TR 2021-4 A-3	362554AC1	09/16/26	0.680%	0.681%	109,997	105,056	(4,942)
108	Citigroup Inc. Corporate Notes	172967NX5	09/29/26	5.610%	5.610%	150,000	149,796	(204)
109	WOART 2021-D A3	98163KAC6	10/15/26	0.810%	0.813%	154,979	148,550	(6,428)
110	US Treasury Notes	91282U24	11/15/26	2.000%	4.060%	857,648	855,588	(2,060)
111	COMET 2021-A3 A3	14041NFY2	11/16/26	1.040%	1.043%	324,955	305,819	(19,137)
112	Federal Home Loan Bank	3130AQF65	12/21/26	1.250%	4.122%	625,591	629,622	4,031
113	Target Corporation	87612EBM7	01/15/27	1.950%	1.990%	39,932	36,617	(3,315)
114	Microsoft Corp	594918BY9	02/06/27	3.300%	4.360%	673,813	673,155	(658)
115	Berkshire Hathaway Financial Notes	084664CZ2	03/15/27	2.300%	2.690%	417,261	397,418	(19,843)
116	CARMAX 2022-3 A3	14318MAD1	04/15/27	0.000%	3.970%	209,995	204,968	(5,027)
117	US Treasury Notes	91282CEN7	04/15/27	2.750%	3.730%	841,572	826,569	(15,004)

**City of Yuba City
Monthly Investment Statement
City Held Investments**

June, 2023

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
118	UnitedHealth Group	91324PEG3	05/15/27	3.700%	3.710%	39,978	38,560	(1,419)
119	NAROT 2022-B A3	65480JAC4	05/17/27	4.580%	4.460%	174,964	171,924	(3,040)
120	US Treasury Notes	91282CFB2	07/31/27	2.750%	3.510%	2,523,016	2,485,698	(37,317)
121	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.060%	1,663,799	1,639,190	(24,609)
122	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.150%	2,463,805	2,427,363	(36,442)
123	MBART 2022-1 A3	58768PAC8	08/16/27	5.210%	5.210%	349,931	348,397	(1,534)
124	Buttes Vista 2002-1 AD, 2013 Refunding		09/02/27	2.730%	2.730%	222,720	222,720	-
125	Apple Inc	037833DB3	09/12/27	2.900%	3.940%	286,863	281,505	(5,358)
126	Apple Inc	037833DB3	09/12/27	2.900%	4.135%	473,730	469,175	(4,555)
127	DCENT 2022-A4 A	254683CX1	10/15/27	0.001%	5.030%	239,969	238,776	(1,193)
128	Pepsico	713448DY1	10/15/27	3.000%	4.238%	711,060	705,923	(5,138)
129	Federal Farm Credit Bank	3133EN5N6	01/06/28	4.000%	3.891%	433,099	426,772	(6,327)
130	American Honda Finance	02665WED9	01/12/28	4.700%	4.341%	608,940	595,038	(13,902)
131	Bristol Myers Squibb	110122DE5	02/20/28	3.900%	4.930%	334,380	339,791	5,411
132	Astrazeneca Finance	04636NAF0	03/03/28	4.875%	4.920%	324,344	324,815	471
133	Mastercard	57636QAW4	03/09/28	4.875%	4.900%	324,685	328,676	3,991
134	Federal Home Loan Bank	3130ATS57	03/10/28	4.500%	4.114%	1,017,260	1,009,640	(7,620)
135	Nestle Holdings, Inc	641062BF0	03/14/28	5.000%	5.010%	674,825	683,512	8,687
136	Home Depot Inc Corporate Notes	437076CE0	03/15/28	0.900%	4.193%	511,974	505,548	(6,426)
137	Merck & Co Inc Corp Notes	58933YBH7	05/17/28	4.050%	4.070%	139,887	137,567	(2,320)
138	US Treasury Notes	91282CCE9	05/31/28	1.250%	3.991%	1,228,395	1,221,178	(7,217)
139	DCENT 2023-A2 A	254683CZ6	06/15/28	0.000%	4.930%	349,953	348,572	(1,381)
140	DCENT 2021-A1 A1	254683CP8	09/15/28	0.580%	0.584%	249,946	235,305	(14,641)
141	Staple/Ashley/Cornwell AD		09/02/30	6.000%	6.000%	77,099	77,099	-
142	WWTP Solar System (DS, June 30)		06/30/33	4.000%	4.000%	1,518,318	1,518,318	-
								-
								-
Total City Held Investments						\$ 165,029,686	\$ 161,630,066	\$ (3,399,620)

City of Yuba City Investment Report
Investments Held By Trustees
June, 2023

No.	Description of Debt Issuance	Account Type	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
142	2013 Water Rev COP	Debt Service	Blackrock T-Fund	Daily	5.000%	5.000%	\$ 1,412	1,412	-
143		Interest	Blackrock T-Fund	Daily	5.000%	5.000%	0	0	-
144	TABs Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	5.000%	5.000%	579	579	-
145		Interest	Blackrock T-Fund	Daily	5.000%	5.000%	8,367	8,367	-
146		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
147		Principal	Blackrock T-Fund	Daily	4.760%	4.760%	1	1	-
148		Reserve	Blackrock T-Fund	Daily	5.000%	5.000%	0	0	-
149		Reserve	Assured Guaranty	Daily	0.000%	0.000%	1,870,568	1,870,568	-
150		Reserve	Blackrock T-Fund	Daily	5.000%	5.000%	485,791	485,791	-
151	Gauche Park Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	5.000%	5.000%	666	666	-
152		Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
153		Reserve	Assured Guaranty	Daily	0.000%	0.000%	650,031	650,031	-
154	CFD Refund 2015	Debt Service	Blackrock T-Fund	Daily	5.000%	5.000%	848	848	-
155		Reserve	Blackrock T-Fund	Daily	5.000%	5.000%	43,288	43,288	-
156		I-Bank Paymnt	Blackrock T-Fund	Daily	5.000%	5.000%	104	104	-
157	Wastewater Revenue Bonds (CREBS) - 2017	Bond	Blackrock T-Fund	Daily	5.000%	5.000%	402	402	-
158	Authority 2018 Wastewater Revenue Bonds	Bond	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
159		Bond	Blackrock T-Fund	Daily	4.730%	4.730%	1,038	1,038	-
160		Project	First Am Treas Obl	Daily	4.730%	4.730%	20,031	20,031	-
Total Trustee-Held Investments							\$ 3,083,126	\$ 3,083,126	\$ -
TOTAL CITY & TRUSTEE-HELD INVESTMENTS							\$ 168,112,812	\$ 164,713,193	\$ (3,399,620)

I certify to the best of my knowledge: (i) That this statement reflecting all City investments is accurate and complete; (ii) That each investment conforms with the City's investment policies, as well as California's Government Code; and (iii) That sufficient cash flow liquidity is available to meet the next six months of estimated disbursements.

Signed: /s/ Spencer Morrison
Spencer Morrison, City Treasurer

Date: 7/21/2023

City of Yuba City - Quarterly Investment Transaction Report
June 2023 - Market Value Summary

Account Types	Balance 3/31/2023	Balance 6/30/2023	Period Activity
City Held Investments			
Local Agency Investment Fund	\$ 49,784,796	\$ 61,876,248	\$ 12,091,451
California Asset Management Program	1,363,732	10,938,754	9,575,022
Cash/Money Market	5,297,792	9,506,874	4,209,082
Federal Agency Securities	12,872,878	11,847,274	(1,025,604)
US Treasuries	36,061,447	42,600,040	6,538,592
Certificates of Deposit	1,046,940	1,046,940	0
Corporate Bonds and Asset Backed Sec.	20,750,870	20,871,872	121,002
City-held Assessment Districts & Municipals	2,150,993	2,149,307	(1,686)
Supranationals	795,093	792,758	(2,335)
Total City Held Investments	\$ 130,124,543	\$ 161,630,066	\$ 31,505,524
Trustee Held Investments			
Water Refunding 2013	\$ 361	\$ 1,412	\$ 1,051
TABs Refunding - 2015	2,359,472	2,365,306	5,834
Gauche Park Refunding	650,193	650,697	504
Sunsweet CFD Refund	43,718	44,240	522
Wastewater Revenue Bonds - 2017	177	402	224
Wastewater Revenue Bonds - 2018	20,605	21,070	465
Total Trustee Held Investments	\$ 3,074,526	3,083,126	\$ 8,600
Total			
	\$ 133,199,069	\$ 164,713,193	\$ 31,514,124

Investment Activity
April, May, June 2023

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
SALES/REDEMPTIONS								
Toyota Auto Rec Owner Trust		04/17/23	11/15/24	04/15/23	Sale	1.880%	0.920%	34,524.56
Mercedes Benz Auto Receivables		04/17/23	06/15/26	04/15/23	Sale	0.460%	0.463%	5,828.57
CARMAX Auto Rec Owner Trust		04/17/23	06/15/26	04/16/23	Sale	0.550%	0.550%	9,975.60
GM Fin Cons Auto Receivables		04/17/23	06/16/26	04/16/23	Sale	0.480%	0.480%	6,358.94
Hyundai Auto Rec Owner Trust		04/17/23	01/15/26	04/15/23	Sale	0.380%	0.380%	11,710.03
Mercedes Benz Auto Receivables		04/17/23	11/15/24	04/15/23	Sale	0.400%	0.400%	9,808.27
Honda Auto Rec Owner Trust		04/18/23	11/18/25	04/18/23	Sale	0.410%	0.410%	5,957.85
US Treasury Notes	Citigroup Global Markets, Inc.	05/09/23	02/15/24	05/05/23	Sale	2.750%	4.270%	2,461,035.16
American Honda MTN		05/10/23	05/10/23	05/10/23	Matured	1.950%	1.770%	502,780.00
Toyota Auto Rec Owner Trust		05/15/23	11/15/24	05/15/23	Sale	1.880%	0.920%	29,276.71
CARMAX Auto Rec Owner Trust		05/15/23	06/15/26	05/15/23	Sale	0.550%	0.550%	84,686.52
Hyundai Auto Rec Owner Trust		05/15/23	01/15/26	05/15/23	Sale	0.380%	0.380%	11,069.86
Mercedes Benz Auto Receivables		05/15/23	11/15/24	05/15/23	Sale	5.210%	5.210%	9,593.82
Mercedes Benz Auto Receivables		05/15/23	06/15/26	05/15/23	Sale	0.460%	0.460%	11,648.86
US Treasury Notes	Bank of Montreal	05/15/23	02/15/24	05/08/23	Sale	2.750%	4.640%	49,210.94
GM Fin Cons Auto Receivables		05/16/23	06/16/26	05/16/23	Sale	0.480%	0.480%	5,857.23
Honda Auto Rec Owner Trust		05/18/23	11/18/25	05/18/23	Sale	0.410%	0.410%	7,644.62
US Treasury Notes		05/31/23	05/31/23	05/31/23	Matured	1.625%	1.870%	247,695.00
Federal Home Loan Bank		06/09/23	06/09/23	06/09/23	Matured	2.125%	1.796%	1,012,500.00
US Treasury Notes	Bank of Montreal	06/12/23	06/30/24	06/09/23	Sale	3.000%	3.410%	1,369,046.88
Toyota Auto Rec Owner Trust		06/15/23	11/15/24	06/15/23	Matured	1.880%	1.880%	173,661.00
CARMAX Auto Rec Owner Trust		06/15/23	06/15/26	06/15/23	Sale	0.550%	0.550%	8,795.90
Hyundai Auto Rec Owner Trust		06/15/23	01/15/26	06/15/23	Sale	0.380%	0.380%	10,690.84
Mercedes Benz Auto Receivables		06/15/23	11/15/24	06/15/23	Sale	0.400%	0.400%	11,869.15
Mercedes Benz Auto Receivables		06/15/23	06/15/26	06/15/23	Sale	0.460%	0.460%	12,834.06
GM Fin Cons Auto Receivables		06/16/23	06/16/26	06/16/23	Sale	0.480%	0.480%	6,125.82
Honda Auto Rec Owner Trust		06/20/23	11/18/25	06/18/23	Sale	0.410%	0.410%	7,861.91
Volkswagon Auto Loan Receivables		06/20/23	06/22/26	06/20/23	Sale	1.020%	1.020%	816.45
US Treasury Notes	Bank of Montreal	06/28/23	06/30/24	06/21/23	Sale	3.000%	3.410%	342,275.39
Total Sales/Redemptions								\$ 6,461,140
PURCHASES								
American Honda MTN	Jefferies Jersey City	05/11/23	01/12/28	05/09/23	Buy	4.700%	4.341%	608,940.00
US Treasury Notes	Citigroup Global Markets, Inc.	05/09/23	07/31/27	05/05/23	Buy	2.750%	3.510%	2,523,015.63
Merck Co, Inc.	Citigroup Global Markets, Inc.	05/17/23	05/17/28	05/08/23	Buy	4.050%	4.070%	139,886.60
US Treasury Notes	Goldman Sachs NY	06/09/23	05/31/28	06/07/23	Buy	1.250%	3.991%	1,228,395.32
US Treasury Notes	Citigroup Global Markets, Inc.	06/12/23	07/31/27	06/09/23	Buy	2.750%	4.060%	1,663,798.83
US Treasury Notes	Bank of Montreal	06/20/23	08/31/24	06/16/23	Buy	1.250%	5.230%	3,436,031.25
US Treasury Notes	Citigroup Global Markets, Inc.	06/20/23	07/31/27	06/16/23	Buy	2.750%	4.150%	2,463,804.69
Discover Card	BofA Securities, Inc.	06/28/23	06/15/28	06/21/23	Buy	0.000%	4.930%	349,952.72
Total Purchases								\$ 12,413,825

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Emergency Purchase of One (1) Ford Three-Quarter Ton Utility-Bed Pickup

Recommendation: A. Adopt a Resolution to award the purchase of one (1) Ford three-quarter ton utility-bed pickup to Geweke Ford of Yuba City, CA, in the not-to-exceed amount of \$48,615.28 and authorizing the purchase of necessary equipment and decals to place the vehicle in service, estimated at \$5,000.00 by finding that it is in the best interest of the City to do so

B. Authorize the Finance Director to make a supplemental appropriation of \$36,815.28 in the Vehicle Replacement Fund

Fiscal Impact: This emergency purchase totaled \$53,615.28 for vehicles already in the Vehicle Replacement Plan and funds are available in the Vehicle Replacement Fund, account number 6610-69410, including equipment and set up.

Purpose:

Purchase of one (1) new vehicle for Facilities Maintenance.

Council's Strategic Goal:

This purchase supports the City Council priority of fiscal responsibility.

Background:

Each year Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, amount of miles on the vehicle and the anticipated maintenance cost if the vehicle remains in service. For the 2021/22 fiscal year, Council approved the use of Enterprise Fleet Management to execute a leasing plan for vehicle replacement with the intention of buying at national fleet pricing and selling after a few years, at market rate, while the vehicle still has a high equity value. Advantages to such a program include a newer, more efficient, and safer fleet, and a reduced cost. Staff could not have predicted the supply-chain-related issues that would plague the entire automobile industry and effectively halt production later that same fiscal year. Pickups are very difficult to come by, still, today.

Initially, as the City has added a maintenance worker to better upkeep the City's aging facilities, the

plan was to borrow a heavy-duty vehicle from other departments, knowing that in the next vehicle order the City could acquire the appropriate maintenance vehicle. Again, City staff could not have predicted the halt to automobile production and subsequent supply-chain issues.

Analysis:

With the difficulty in finding suitable vehicles to replace the worst of the City's fleet, and per Council direction, the City Manager and Finance Director have authorized fleet staff to make emergency purchases of vehicles meeting the City's specifications that become available on a case-by-case basis, after consulting with both the City Manager and the Finance Director, and when funds are existing in the City's Vehicle Replacement Plan. It is still the City's intention to move to a leasing program, and have many vehicles on order with major manufacturers, however the urgency to keep our fleet operational will delay implementation. The estimated annual lease payment for this vehicle as listed in the adopted capital acquisitions section of the FY 23-24 budget is \$36,815.28 less than the total, outright purchase amount and this purchase will require additional budget appropriation in the Vehicle Replacement Fund.

Fiscal Impact:

This emergency purchase totaled \$53,615.28 for vehicles already in the Vehicle Replacement Plan and funds are available in the Vehicle Replacement Fund, account number 6610-69410, including equipment and set up.

Alternatives:

1. Sell the purchased vehicle for very little loss and wait for orders from a major manufacturer to be filled in FY 2024-25, or after.

Recommendation:

A. Adopt a Resolution to award the purchase of one (1) Ford three-quarter ton utility-bed pickup to Geweke Ford of Yuba City, CA, in the not-to-exceed amount of \$48,615.28 and authorizing the purchase of necessary equipment and decals to place the vehicle in service, estimated at \$5,000.00 by finding that it is in the best interest of the City to do so

B. Authorize the Finance Director to make a supplemental appropriation of \$36,815.28 in the Vehicle Replacement Fund

Attachments:

1. Resolution

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE EMERGENCY PURCHASE OF ONE THREE-QUARTER TON UTILITY-
BED PICKUP**

WHEREAS, the Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, amount of miles on the vehicle and the anticipated maintenance cost if the vehicle remains in service; and

WHEREAS, City Council approved the use of Enterprise Fleet Management in FY 2021-22 to execute a leasing plan for vehicle replacement with the intention of buying at national fleet pricing and selling after a few years, at market rate, while the vehicle still has a high equity value; and

WHEREAS, City staff could not have predicted the supply-chain-related issues that would plague the entire automobile industry and effectively halt production later that same fiscal year making pickups especially difficult to purchase; and

WHEREAS, the City has several, aging vehicles that are becoming very costly to operate due to frequent breakdowns and parts availability;

WHEREAS, with the difficulty in finding suitable vehicles to replace the worst of the City's fleet, the City Manager has authorized, per section 9.4 of the Purchasing Policy, fleet staff to make emergency purchases of vehicles meeting the City's specifications that become available on a case-by-case basis, when funds are existing in the City's Vehicle Replacement Plan.

NOW THEREFORE, the City Council of Yuba City does resolve as follows:

The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

The City Council finds that a sole source award is appropriate on the grounds that the current significant supply-chain issues have made it very difficult to obtain pickups through Enterprise Fleet Management and Geweke Ford has the pickups available.

The City Council hereby authorizes the purchase of one (1) Ford three-quarter ton utility-bed pickup to Geweke Ford of Yuba City, CA in the not-to-exceed amount of \$48,615.28, with the finding that it is in the best interest of the City.

The City Council hereby authorizes the purchase of necessary equipment and decals to place the vehicles in service, estimated at \$5,000.

The City Council hereby authorizes the Finance Director to make a supplemental appropriation to the Vehicle Replacement Fund in the amount of \$36,815.28.

This resolution shall become effective immediately.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 15th day of August 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, Esq.
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brent Slade, Lieutenant

Summary

Subject: FB 24-01 Chevrolet Tahoe Pursuit Purchase

Recommendation: A. Adopt a Resolution awarding the purchase of ten (10) Chevrolet Tahoe Pursuit Vehicles to Winner Chevrolet, Inc in the amount of \$573,070.62 . Sole source equipment purchases and install to Cop Shop Installations of Yuba City, CA for the estimated amount of \$223,548.30

B. Authorize the Finance Director to record a supplemental budget appropriation for the Vehicle Replacement Fund (6610-69401) for \$50,620 for the purchase of the ten (10) Chevrolet Tahoe Pursuit Vehicles in the total amount \$796,618.92

Fiscal Impact: \$573,070.62 for the vehicles plus an additional \$223,548.30 for the equipment and installation. Funding is available in the Vehicle Replacement Fund Account# 6610-69401.

Purpose:

Purchase ten (10) Chevrolet Tahoe Police Pursuit Vehicles

Council's Strategic Goal:

This item supports the City Council's Strategic Goal of Public Safety.

Background:

Each year, Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, the number of miles on the vehicle and the anticipated maintenance cost if the vehicle remains in service. The Police Department is due to replace several vehicles.

With the expected purchase of the Chevrolet Tahoe 2WD Police Pursuit vehicles, the City must also fit the vehicles with the needed equipment. Equipment to be purchased and/or installed includes light bars, sirens, computers, radios, and modems. The City always attempts to salvage equipment from vehicles going out of service and place them in the new vehicles, assuming they are compatible and in good working order. This allows the city to save money on equipment.

Analysis:

A formal bid was developed and advertised according to the City's ordinances. Bid notifications were

issued to nine (9) vendors throughout California and the following bids were received:

Vendors

Price

Winner Chevrolet, Inc
Elk Grove, CA

\$573,070.62 (original bid)

Wheeler Auto Center
Yuba City, CA

\$604,535.30

For fiscal year 23/24 the police department opted to replace and purchase a two-year cycle worth of patrol vehicles due to the extended period it takes to take possession of these vehicles. In May 2022 five (5) Chevrolet Tahoe Police Pursuit Vehicles were approved for purchase by City Council (FB22-07). Since the order was placed, the police department still has not taken possession of these five (5) Chevrolet Tahoe Police Pursuit Vehicles at this point in time.

In July, staff received notification from General Motors that the deadline to order 2024 police vehicles will be September 07, 2023 and the ordering period will be for only one day. If vehicles are not ordered by then, there will be an approximate one-year waiting period until 2025 when vehicles can be ordered. There are several downsides to this option. First being a potential price increase for the individual police vehicles. Second, the department had to postpone the purchase of four (4) Tahoe Police Pursuit vehicles in 2021 due to General Motors halting manufacturing of the Chevrolet Tahoe Police Pursuit vehicles until July 2022. Lastly, the cost of maintenance and repairs will significantly increase past the life expectancy of the current fleet of vehicles needing replacement. According to Fleet Maintenance staff, the current fleet of patrol vehicles is in desperate need of replacement and maintenance costs are ever increasing due to the significant mileage and engine hours on the aging fleet.

Patrol Unit 19-11 was totaled as a result of a collision that occurred in 2021. Since that time, the Police Department has been without that vehicle or a replacement. Finance Staff received a total payment amount of \$51,432.55 from Farmers Insurance as a payout from the collision. This amount includes the replacement and installation of the damaged equipment caused by the collision. This vehicle was authorized by the city council (FB22-07) to replace but due to time constraints during the ordering process, GM did not accept the order because it was past the order due date. This vehicle is included as one of the ten vehicles being requested to purchase.

Due to budgetary constraints over the years, the Police Department has historically had to use decommissioned patrol vehicles as School Resource Officer vehicles. Decommissioned patrol vehicles are not budgeted for maintenance, thus putting a strain on the maintenance budget for those two current vehicles being utilized (14-14 and 15-11). It is no longer cost-effective to continue utilizing decommissioned patrol vehicles as replacement vehicles for School Resource Officers. The typical replacement of patrol vehicles is four years, but with the purchase of the two School Resource vehicles, we will be able to extend the replacement period to eight years based on the projected mileage accumulation, which also contributes to cost-savings for the city.

Police Department staff spoke with several Chevrolet vendors prior to the bidding process and were told that GM was not releasing pricing on the Chevrolet Tahoe Police Pursuit Vehicles until the last week of August 2023 with a one-day order date of September 07, 2023. Based on these circumstances, vendors that submitted bids had to submit estimated prices that would not exceed the pricing submitted in the bid. In order to meet the deadline for the one-day order date of September 7, 2023 the bid process had to be completed before the August 15, 2023 council meeting to ensure the deadlines were met and the departments involved had adequate time to prepare for the purchase of

these vehicles.

The City will also have Cop Shop Installations of Yuba City, CA perform the installation of all of the equipment that will be going into each vehicle. The City has worked with Cop Shop Installations and has been satisfied with the work performed in previous years. Historically, Cop Shop Installations have been the lowest bidder and at times have been the only bidder. It is in the best interest of the City to sole source the equipment installation to Cop Shop Installations.

Fiscal Impact:

\$573,070.62 for the vehicles plus an additional \$223,548.30 for the equipment and installation. Funding is available in the Vehicle Replacement Fund Account# 6610-69401.

Alternatives:

1. Reject the bid
2. Request new bid process
3. Do not purchase replacement vehicles

Recommendation:

A. After utilizing the Formal Bid Process, authorize the City Manager to award a contract to Winner Chevrolet, Inc., Elk Grove, Ca. for ten (10) 2WD Chevrolet Tahoe Police Pursuit vehicles for an amount not to exceed \$573,070.62. Also, sole source the equipment purchases and installation to Cop Shop Installations of Yuba City, Ca. in the estimated amount of \$223,548.30.

B. Authorize the Finance Director to record a supplemental budget appropriation for the Vehicle Replacement Fund (6610-69401) for \$50,620 for the purchase of the ten (10) Chevrolet Tahoe Pursuit Vehicles in the total amount \$796,618.92.

Attachments:

1. RESOLUTION
2. WINNER CHEVROLET INC. BID
3. COP SHOP INSTALLATION ESTIMATE

Prepared By:
Brent Slade
Police Lieutenant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF TEN (10) CHEVROLET TAHOE POLICE
VEHICLES TO WINNER CHEVROLET INC. AND AUTHORIZING THE SOLE
SOURCE PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT TO
COP SHOP INSTALLATIONS**

WHEREAS, the City issued a Formal Bid on July 19, 2023, to award a contract to the lowest, most responsive vendor to provide ten (10) Chevrolet Tahoe Police vehicles; and

WHEREAS, the City received two bids at the time of the bid opening and staff recommend awarding the purchase of the ten (10) Chevrolet Tahoe Police vehicles to, Winner Chevrolet Inc., of Elk Grove, CA; and

WHEREAS, the City intends to sole source the purchase and installation of the required vehicle equipment to Cop Shop Installations of Yuba City, CA due to a special situation; and

WHEREAS, Cop Shop Installations has historically provided the most satisfactory work at the most reasonable hourly work rate, thus leading to the most favorable pricing in the area; and,

WHEREAS, the City recommends sole sourcing the purchase and installation of vehicle equipment to Cop Shop Installations of Yuba City, CA; and

WHEREAS, the City has met the special situation requirement to sole source the equipment purchase and installation pursuant to the City Purchasing Policies section 9-3; and,

WHEREAS, the City desires to authorize the sole source purchase of the equipment and installation for the Chevrolet Tahoe Police vehicles from Cop Shop Installations with the finding that it is in the best interest of the City.

WHEREAS, the city desires to authorize the Finance Director to make a supplemental budget appropriation for the Vehicle Replacement Fund in the amount of \$50,620.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. The City Council of Yuba City finds that Winner Chevrolet Inc. provided a bid at a fair and reasonable cost. The City Council hereby authorizes the City Manager to purchase the ten (10) Chevrolet Tahoe Police vehicles from Winner Chevrolet Inc. in the amount not to exceed \$573,070.62, without additional written consent from the City, subject to approval as to legal form by the City Attorney.
2. The City Council of Yuba City finds that a sole source award is appropriate on grounds that Cop Shop Installations has previously provided the City with satisfactory equipment and installation at a very reasonable price. Historically, Cop Shop Installations has provided the lowest hourly work rate, leading to an overall lower work cost, and has provided equipment with the design/specifications that are essential to department operations and for which departmental staff have training. The purchase and installation of Police vehicle equipment to Cop Shop Installations is in the best interest of the City as they have provided satisfactory work on Police vehicles in the past at a reasonable cost

and the proposed negotiated prices are reasonable as well. As such, the City Council approves the purchase of equipment for the vehicles to Cop Shop Installations of Yuba City in the amount of \$223,548.30 and authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.

3. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of August 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB24-01
BID PROPOSAL FORM**

For: Ten (10) 2024 or newer Chevrolet Tahoe 2WD Police Package Vehicles

To: Buyer

*NAME OF BIDDER: Winner Chevrolet, Inc

*ADDRESS: 8575 Laguna Grove Drive
Elk Grove, CA 95757

*FEDERAL TAX I.D. NO.: 45-0506141

TELEPHONE: (916) 509-8598

Addendums considered
(initial and indicate addendum number) _____

Addendums NOT considered
(initial and indicate addendum number) _____

Bid Item Available for Other Agency "Piggy-Back" Procurement:

Yes ☒ No ☐

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the equipment offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above-named business.

DESCRIPTION OF VEHICLES

Amount of One (1) Chevrolet Tahoe 2WD Police Pursuit vehicle

\$ 53,425.00

Sales Tax 7.25%

\$ 3,873.31

Tire Fee

\$ 8.75

Total

\$ 57,307.06

Multiply by 10

Total of Ten (10) vehicles

\$ 573,070.62

(Total written in words)

Extended Warranty for one (1)

Description

\$ N/A

N/A

Specify paint shop to be used H2 Autobody

It is hereby understood that the above bid reflects the total cost of the vehicles and all accessories detailed in the Specifications.

Delivery 200-300 days ARO

Signature Andrew Villarreal

Printed Name Andrew Villarreal Title Fleet Specialist

Exceptions

List all exceptions below in accordance with the instructions on page 9.

SF4 - NA on New Tahoe

R44 - No long Available

ATTACHMENT 3



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD

BILL TO:

TAX? N

Tel:

2023 TAHOE

Fax:

Attn: Sgt SLADE

ITEM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
1	1	CC-21TH-1012-OS	22in WIDE BODY COSOLE	\$ 591.30	\$ 591.30
2	1	AC-INBHG	INTERNAL BEVERAGE HOLDER	\$ 43.20	\$ 43.20
3	1	PS-21TH-OS-R	PRISONER SEAT REAR CAGE COMBO	\$ 1,572.08	\$ 1,572.08
4	1	EM-21TH-CRGDCK-SST-2DRW-TL		\$ 2,362.50	\$ 2,362.50
5	1	DP-TH-SET	TAHOE DRIVER AND PASSENGER DOOR PANEL	\$ 251.10	\$ 251.10
6	1	WG-TH-SET	SET OF WELDED WINDOW BARS	\$ 282.15	\$ 282.15
7	1	36-4045	PUSH BUMPER	\$ 554.55	\$ 554.55
8	1	36-6015F2MP	2 CHANNEL LED LIGHT CHANNEL FOR PUSH BAR	\$ 39.75	\$ 39.75
9	2	MAG MIC	MAGNETIC MIC SETUP	\$ 40.00	\$ 80.00
10	1	42-3TRBA-CM	REAR CITADEL ARROW STIK LIGHTING	\$ 1,325.00	\$ 1,325.00
11	4	MPS62U-RB	RED/BLUE LED LIGHTS FOR FOG LIGHT AREA	\$ 84.50	\$ 338.00
12	1	GMBTH15	FOG LIGHT BRACKET FOR MPS6U	\$ 68.00	\$ 68.00
13	2	MPSW9-RB	RED/BLUE MIRROR LEDS	\$ 168.44	\$ 336.88
14	2	MPSMW9-TAH21MIR	SIDE MIRROR LIGHT BRACKETS	\$ 40.75	\$ 81.50
15	2	MPS63U-RBW	REAR LICENSE PLATE RED/BLUE/WHITE LED	\$ 150.00	\$ 300.00
16	1	IPX-LPV2	LICENSE PLATE BRACKET	\$ 56.25	\$ 56.25
SEE PAGE 2				\$ -	\$ -
TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED				TOTAL	\$ 8,282.26
LABOR: 30 DAYS FROM COMPLETION OF WORK				TAX 7.25%	\$ -
Notes:				Labor*	\$ -
				Freight	\$ -
				TRAVEL	\$ -
				TOTAL	\$ 8,282.26

*** THIS IS A QUOTE ONLY..PLEASE CALL TO
START ORDER***

Proposal good for 60 days.

DATE: 8/2/2023

DELIVERY:

*Labor does not include program

Thank - You,
Cop Shop Installations Inc

Signed By: _____

Ned Whisler
President/CEO

PO # _____

1257 Hassett Avenue, Ste D Yuba City, CA 95991 Ph: (530) 673-6454 Fx: (530) 673-6456 Nwhisler@copshopinstalls.com



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD

BILL TO:

TAX? N

Tel:
Fax:
Attn:

2023 Tahoe
PAGE 2

ITM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
17	6	MPS63U-RBW	RUNNING BOARD LEDS RED/BLUE	\$ 150.00	\$ 900.00
18	2	MPS62U-RB	INTERIOR RED/BLUE LEDS FOR SIDE REAR	\$ 84.50	\$ 169.00
19	2	416900Z-RB	BACKUP BLUE LED HIDEAWAY	\$ 75.00	\$ 150.00
20	1	49165	450-470 ANTENNA	\$ 20.00	\$ 20.00
21	1	STC-254	4 GA JUMP CABLE KIT	\$ 345.00	\$ 345.00
22	1	MISC	C.S.I. WIRE AND HARDWARE KIT	\$ 350.00	\$ 350.00
23	1	HK8-LPCHGR11	LIGHTBAR HOOK KIT	\$ 45.00	\$ 45.00
24	4	MPS62U-RB	MICROPULSE RED/BLUE LED FOR BUMPER	\$ 84.50	\$ 338.00
25	2	MPS62U-RB	REAR HATCH RED/BLUE LED	\$ 84.50	\$ 169.00
26	1	ES100C	SIREN SPEAKER	\$ 195.00	\$ 195.00
27	1	ESB-U	SIREN SPEAKER MOUNT	\$ 35.00	\$ 35.00
28	1	KIT-TP-SM1-21TH-SS	STASH N STOW CAGE W/LOWERS SW	\$ 995.00	\$ 995.00
29	1	SS0008	SAFE STOP	\$ 188.50	\$ 188.50
30	1	TM-5502-SMP	TABLET MOUNT	\$ 543.75	\$ 543.75
31	1	ANGARM-01-00354	FRONT DRIVER BALLISTIC DOOR PANEL	\$ 911.00	\$ 911.00
32	1	ANGARM-01-00355	FRONT PASSENGER BALLISTIC DOOR PANEL	\$ 911.00	\$ 911.00
33	1	VALOR LIGHTBAR RFURBISH KIT		\$ 360.00	\$ 360.00
			SEE PAGE 3		
			TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED	TOTAL PG2*	\$ 6,625.25
			LABOR: 30 DAYS FROM COMPLETION OF WORK	TOTAL PG1*	\$ 8,282.26
				TOTAL*	\$ 14,907.51
				TAX 7.25%	\$ 1,080.79
				Labor	\$ -
				Freight	\$ -
				TRAVEL	\$ -
				TOTAL	\$ 15,988.30

Notes:

*** THIS IS A QUOTE ONLY..PLEASE CALL TO
START ORDER***

Proposal good for 60 days.
DATE: 8/2/2023
DELIVERY:

*Labor does not include program

Thank - You,
Cop Shop Installations

Signed By:

Ned Whisler
President/CEO

PO #

1257 Hassett Avenue, Ste D Yuba City, CA 95991 Ph: (530) 673-6454 Fx: (530) 673-6456 Nwhisler@copshopinstalls.com

Emergency Equipment Installations, Sales, & Service

N

Tel:
Fax:
Attn:

Page 58 of 293

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Brian Hansen, IT Manager

Summary

Subject: Accela Renewal Agreement
Recommendation: Adopt a Resolution authorizing the City Manager to enter into a five-year agreement with Accela, Inc. of San Ramon, CA in the amount of \$428,120.93 with the finding that it is in the best interest of the City
Fiscal Impact: \$428,120.93 over the next 5 years. Year 1 appropriations are available in the current budget.

Purpose:

To provide software licenses for the Accela Civic Platform in order to support Business Licenses, Building Permits, Code Enforcement, and Fire Permits.

Council's Strategic Goal:

This item addresses City Council's Strategic Goal of fiscal responsibility by securing fixed costs for the software licenses over the next five years so that the Council and staff can properly budget for the costs of these operations.

Background:

Presenting a high quality, professional user experience to our citizens for online services has been a priority for the City Council as well as City staff. In 2015, Council made it a priority to provide online permitting and plan review. In 2016, Council approved the purchase of the Accela Civic Platform for online permitting and business licenses. Over the last couple of years, the City has added code enforcement and fire permits to this application. The City continues to add functionality and new modules to this system, increasing the importance of this platform. To this point, the City has only signed one-year renewals.

Analysis:

Staff was notified by Accela, Inc. representatives that the cost for the yearly software license would be increasing due to economic conditions. Staff was provided a quote for a five-year renewal that would stabilize the year-to-year costs and save the City money over the term of the agreement. Staff requested additional one-year and three-year quotes to verify that the five-year agreement was the

most cost effective for the City.

Fiscal Impact:

\$428,120.93 over the next 5 years. Year 1 appropriations are available in the current budget.

Year 1 - \$77,479.10

Year 2 - \$81,353.05

Year 3 - \$85,420.71

Year 4 - \$89,691.74

Year 5 - \$94,179.33

Alternatives:

1. Authorize City Manager to enter into three-year agreement for \$251,414.11
2. Authorize City Manager to enter into one-year agreement for \$78,954.89

Recommendation:

Adopt a Resolution authorizing the City Manager to enter into a five-year agreement with Accela, Inc. of San Ramon, CA in the amount of \$428,120.93 with the finding that it is in the best interest of the City.

Attachments:

1. Accela Renewal Agreement - Resolution

Prepared By:

Brian Hansen
IT Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT WITH
ACCELA, INC. OF SAN RAMON, CA IN THE AMOUNT OF \$428,120.93**

WHEREAS, the City of Yuba City desires to renew software licenses for the Accela Civic Platform in order to support Business Licenses, Building Permits, Code Enforcement, and Fire Permits; and

WHEREAS, the existing system was procured in 2016 and continues to serve the needs of city departments and the public; and

WHEREAS, Accela, Inc. has provided an agreement to provide user licenses for the Accela Civic Platform for the next five years; and

WHEREAS, the City desires to authorize the City Manager to enter into a five-year agreement with Accela, Inc. of San Ramon, CA in the amount of \$428,120.93.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council finds that an agreement with Accela, Inc. is appropriate on grounds including its demonstrated functionality, continuous improvement, ease of use, and fair and reasonable costs. As such, the City Council finds that it is in the best interest of the City to enter into a five-year agreement with Accela, Inc. for user licenses to the Accela Civic Platform.
2. The City Council hereby authorizes the City Manager to enter into a five-year agreement with Accela, Inc. of San Ramon, CA in the amount of \$428,120.93 with the finding that it is in the best interest of the City.
3. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of August, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Accela Renewal Order Form

EXHIBIT A



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Chanelle Dam
Contact Phone:
Contact Email: cdam@accela.com
Quote ID: Q-30746
Valid Through: 7/22/2023
Currency: USD

Renewal Order Form

Address Information

Bill To:
Yuba City Development Services, CA
1201 Civic Center Blvd.
Yuba City, California 95993
United States

Billing Name:
Billing Phone:
Billing Email:

Ship To:
Yuba City Development Services, CA
1201 Civic Center Blvd.
Yuba City, California 95993
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 1	7/29/2023	7/28/2024	12	\$2,979.97	26	\$77,479.10
TOTAL:							\$77,479.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 2	7/29/2024	7/28/2025	12	\$3,128.96	26	\$81,353.05
TOTAL:							\$81,353.05

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 3	7/29/2025	7/28/2026	12	\$3,285.41	26	\$85,420.71
TOTAL:							\$85,420.71

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 4	7/29/2026	7/28/2027	12	\$3,449.68	26	\$89,691.74
TOTAL:							\$89,691.74

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 5	7/29/2027	7/28/2028	12	\$3,622.17	26	\$94,176.33
TOTAL:							\$94,176.33

Pricing Summary

Period	Net Total
Year 1	\$ 77,479.10
Year 2	\$ 81,353.05
Year 3	\$ 85,420.71
Year 4	\$ 89,691.74
Year 5	\$ 94,176.33

Total	\$ 428,120.93
-------	---------------

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Yuba City Firefighters' Local 3793 Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Yuba City Firefighters' Local 3793

B. Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments

Fiscal Impact: The proposed changes will result in a net increase in cost of \$232,483 for FY23/24.

Purpose:

To approve the Yuba City Firefighters' Local 3793 Memorandum of Understanding (MOU) which includes a wage increase of 3.25% effective July 1, 2023, updates wage re-openers to January 2025, May 2025, May 2026, and language clean up in the dental and vision plan section of the MOU.

Council's Strategic Goal:

The Memorandum of Understanding addresses the City Council's Strategic Goal of Public Safety.

Background:

Local 3793's Memorandum of Understanding (MOU) was recently approved at the June 20, 2023 City Council meeting and has a four-year term from July 1, 2023 to June 25, 2027. The City and Local 3793 had previously agreed to discuss a wage re-opener for FY 23/24. When the MOU was approved in June, the City and Local 3793 had not begun meeting to discuss the wage re-opener for FY 23/24.

Analysis:

The City and Local 3793 met once to discuss the wage re-opener for FY 23/24 and have agreed to a Memorandum of Understanding that includes the following items:

1. MOU, 5.1, Salary Increases: Effective July 1, 2023, all classifications will receive a three and one quarter percent (3.25%) salary increase and;

2. MOU, 5.2, Wage Reopener: Agreement on wage re-openers in January 2025, May 2025, and May 2026 and;
3. MOU, 7.2, Dental and Vision Plans: Administrative clean up language in the dental and vision plan section.

Fiscal Impact:

The proposed changes will result in a net increase in cost of \$232,483 for FY23/24.

Alternatives:

1. Do not approve Firefighters' Local 3793 Memorandum of Understanding which will result in no wage increase for Local 3793 and no change in the dental/vision language and wage re-opener dates. If this occurs, Staff will require direction to address next steps with Local 3793.

Recommendation:

Adopt a Resolution:

- A) Approving the Memorandum of Understanding with the Yuba City Firefighters Local 3793.
- B) Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments.

Attachments:

1. Resolution
2. Local 3793 MOU
3. Salary Schedule

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE YUBA CITY FIREFIGHTERS, LOCAL 3793
MEMORANDUM OF UNDERSTANDING
JULY 1, 2023 – JUNE 30, 2027**

WHEREAS, the City recognizes the Local 3793's commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and Local 3793 met and conferred over the FY 23/24 wage reopener and;

WHEREAS, the City appreciates the efforts and energy the Local 3793 have put forth to finalize this wage reopener and other MOU terms.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Approve the attached Local 3793 Memorandum of Understanding, which includes the following terms:

1. MOU, 5.1, Salary Increases: Effective July 1, 2023, all classifications will receive a three and one quarter percent (3.25%) salary increase and;
2. MOU, 5.2, Wage Reopener: Agreement on wage re-openers in January 2025, May 2025, and May 2026 and;
3. MOU, 7.2, Dental and Vision Plans: Administrative clean up language in the dental and vision plan section.

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the MOU's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 15th day of August 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Stacey Sheston, Special Counsel
Best Best & Krieger, LLP

ATTACHMENT 2

**Memorandum of understanding
Between
The City of Yuba City
And
The Yuba City Firefighters' Local 3793**



July 1, 2023, through June 25, 2027

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PREAMBLE

This Agreement between the City of Yuba City (City) and the Yuba City Firefighters' Local 3793 (Union), has as its purpose, the promotion of harmonious labor relations between the City and the Union and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1. RECOGNITION

The City recognizes the Union as the exclusive representative and bargaining agent for all regular permanent Fire Department employees in the Firefighter, Fire Inspector, Apparatus Operator., and Fire Captain classifications and all limited-term SAFER Grant employees in the classifications of Fire Recruit and Firefighter I. The City agrees to meet and confer with the designated representatives of the Union on all matters subject to meet and confer pursuant to the Meyers-Milias-Brown Act (Government. Code section 3500 *et seq.*).

ARTICLE 2. FULL UNDERSTANDING

This Agreement represents the full and complete understanding between the parties, that may not be modified unless by mutual consent in writing.

ARTICLE 3. MANAGEMENT RIGHTS

The exclusive rights to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means organizational structure and size composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all of the City functions including, but not limited to, the right to contract for, or subcontract and work, or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council, on its own behalf and on behalf of the City, hereby retain and reserve unto itself all

rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

ARTICLE 4. UNION RIGHTS

Employee representatives of Local 3793 are provided reasonable time off without loss of compensation or other benefits when formally meeting with representatives of the public agency on matters within the scope of representation.

The Union has access to interoffice mail, existing bulletin boards, e-mail, and computers in the department employee work areas, for the purpose of posting, transmitting, or distributing notices or announcements that pertain to Union office business. Such permission is given with the understanding that no political inflammatory or derogative information will be distributed. All usage shall be subject to the City Computer and E-mail Usage Policy.

ARTICLE 5. WAGES

5.1 Salary Increases

Effective July 1, 2023, all classifications will receive a three and one quarter percent (3.25%) salary increase.

5.2 Wage Reopener

The parties agree to a reopener to discuss the City's financial position no later than the end of January 2025 on the issue of base wages, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in January 2025, unless otherwise agreed.

The parties agree to reopen to discuss the City's financial position no later than the end of May 2025 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2025, unless agreed otherwise.

The parties agree to reopen to discuss the City's financial position no later than the end of May 2026 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2026, unless agreed otherwise.

If the parties cannot agree on a wage increase during a reopener, there will be no salary adjustment for that year.

5.3 Salary Progression

All represented classifications (regular-permanent and limited-term employees) follow the salary step progression and salary schedule for each bargaining unit classification (Exhibit

A) regardless of position status, i.e. regular-permanent or limited-term. This provision does not limit the City's ability to hire limited-term employees.

5.4 Fire Prevention

Fire Captains who are routinely and consistently assigned to Fire Prevention will receive Fire Prevention Assignment Premium of five percent (5.0%) of their base hourly rate.

5.5 Supervisor Premium

Employees routinely and consistently assigned by the Fire Chief or Designee to supervise a shift in the absence of a Fire Captain or Battalion Chief receive Supervisor Premium of seven and a half percent (7.5%) of their base hourly rate of pay for those hours worked as a supervisor.

5.6 Fire Apparatus Operator Premium

Firefighters routinely and consistently assigned by the Fire Chief or Designee to operate the Fire Apparatus in the absence of a Fire Apparatus Operator receive Special Equipment Operator Premium of seven and a half percent (7.5%) of their base hourly rate of pay for those hours operating the Fire Apparatus.

5.7 Fire Protection Employees

a. FLSA Work Period

All eligible fire protection employees, regardless of rank, are subject to an FLSA work period that is twenty-eight (28) days in length with an FLSA overtime threshold of 212 hours, pursuant to 29 U.S.C. section 207(k).

b. Salary Smoothing

Eligible fire protection employees will receive their normal annual salary paid evenly over twenty-six (26) pay periods. Therefore, employees will be paid for one hundred and twelve (112) hours at their straight-time hourly rate of pay on each paycheck and six (6) hours at half (1/2) their FLSA regular rate of pay on each paycheck of the FLSA work period.

c. Work Schedule

The normal work day begins at 8:00 a.m. and shall consist of twenty-four (24) consecutive hours. Employees work a "48/96" schedule, meaning two (2) days on duty, followed by four (4) days off-duty.

d. Overtime

Overtime refers to hours worked that exceed two hundred and twelve (112) hours in the 28-day work period. Overtime hours are paid at a premium rate of time and one-half the

FLSA regular rate of pay. All paid time counts towards the calculation of overtime. Overtime must be authorized in advance by the Fire Chief or designee.

5.8 Fire Safety Inspectors

Employees who work in excess of forty (40) hours in the designated 7-day work period will receive overtime at the rate of one and a half (1-1/2) times their regular rate of pay. The employee may choose to receive a cash payment or Compensatory Time Off (CTO). An employee may accrue a maximum of one hundred twenty (120) hours of CTO. Upon separation, the employee will receive payment for their remaining CTO hours at their current regular rate of pay.

5.9 Bilingual Pay

Employees proficient in speaking a foreign language receive one hundred dollars (\$100.00) per month for bilingual pay. The method of certifying proficiency and determination of which languages are covered is determined by the City.

ARTICLE 6. VACATION

Employees accrue vacation as follows:

For 56-hour employees:

<u>Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Max Accrual</u>
0 to 60	6.5 hours	370 hours
60 to 120	8.6 hours	458 hours
120 to 180	10.2 hours	528 hours
180+	11.1 hours	596 hours

For 40-hour employees:

<u>Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Max Accrual</u>
0 to 60	4.6 hours	264 hours
60 to 120	6.1 hours	327 hours
120 to 180	7.3 hours	377 hours
180+	7.9 hours	425 hours

ARTICLE 7. HEALTH, DENTAL, VISION AND LIFE INSURANCE

7.1 Health Plans

a. Health Plan Contributions

The City pays 80% of the total premium

The maximum City contribution is based on the lowest cost health plan (as measured by premium cost) available to the majority of City employees.

b. Employee Contributions

Employee contributions are on a pre-tax basis.

c. Cash-in-Lieu

In accordance with the City's current Cash-in-Lieu program, Cash-in-Lieu payments when an employee reduces the level of health care coverage rather than entire coverage as follows:

Employee, who reduces the level of health care coverage to that they are entitled, i.e., from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, are entitled to a Cash-in-Lieu benefit based upon the lowest cost health plan available to the majority of City Employees.

The employee making the election covered above, receives the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.

The Cash-in-Lieu medical insurance payment employees electing to forego health insurance coverage will be based on the below percentage of the current lowest cost health plan available to the majority of City employees:

Employee only: 25%
Employee plus one dependent: 25%
Family Coverage: 30%

7.2 Dental and Vision Plans

For calendar year 2023, the City pays for enhanced dental/vision benefits. The enhanced dental/vision are as follows: annual deductible is \$25 (individual) and \$75 (family), calendar year maximum benefit is \$2,000, basic coverage is 90% coverage, major coverage is 60% coverage, and vision allowance is \$800 in a 24-month period.

For each following year, through calendar year 2027, the City will annually evaluate the dental and vision fund excess reserve. The City will make a discretionary determination, which is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing to Local 3793 as to whether the City will pay for the enhanced dental/vision benefits set forth above for the coming calendar year. In any year when enhanced benefits are not able to be funded, benefit levels will automatically revert to the levels below.

City pays 90% of the dental and vision premiums for covered employees. The maximum annual dental benefit is \$1750. The vision benefit is \$600 every 24 months. Premiums are based on periodic actuarial conducted by an outside consultant. Employees must

participate in the City's Dental and Vision Plan in a manner provided in the adopted Dental and Vision Plan Agreements.

7.3 Claims Administrator

At the City's option, and after consultation with the Union, the City may change the Dental and Vision Plan claims administrator at any time.

7.4 Life Insurance

The City provides a life insurance benefit of five thousand dollars (\$5,000) for employees covered by this MOU. Dependent life insurance is available to employees. Payment for dependent life insurance is the responsibility of the employee.

7.5 Employee Assistance Program

The City provides employees with an EAP for employees and their dependents. Eligible individuals may use up to three (3) sessions per six (6) month period, for a total of six (6) sessions per year.

7.6 Post Employment Health Benefits

Employees contribute to an RHS plan as determined by the Union.

7.7 Tuition Reimbursement

Eligible employees receive tuition reimbursement as outlined in the Rules and Regulations, except as modified herein, will pay for college/university tuition and books based on the following criteria:

- Up to full community and/or state college/university tuition for job-related courses successfully completed.
- Tuition will be paid to a maximum of five thousand dollars (\$5,000) per fiscal year.
- Advance approval of courses before enrollment is required.
- Determination of course eligibility will be made by the Department Head and Human Resources Director. Courses which may be part of a degree program but are not City service related will be considered for reimbursement at fifty percent (50%). Non-City service-related courses must be approved in advance by the Human Resources Director as part of a pre-approved plan where the employee must declare a degree objective. Work experience courses shall not be eligible for reimbursement.
- Textbooks related to approved college courses will be paid up to a maximum of one hundred fifty dollars (\$150) per fiscal year.

ARTICLE 8. MEDICAL EXAMINATION AND WELLNESS STANDARD PROGRAMS

The specific components of the Fire Employee Fitness Program are outlined in the Departmental Policies and Procedures manual. Any injury while exercising off-duty will not be assumed to be job related.

ARTICLE 9. CERTIFICATIONS

The City pays the costs associated with obtaining and maintaining special certificates that are required by the City to obtain and maintain as a condition of employment.

The City pays for the California State Fire Marshal Fire Prevention I and the Driver Operator 1A and 1B course. Classes must be scheduled with and approved by the Fire Chief. No overnight travel or lodging is permitted without prior approval by the Fire Chief.

ARTICLE 10. LEAVE DONATION PROGRAM

The City Rules and Regulations on Catastrophic Illness & Injury Prevention Program effective June 24, 1995 (Exhibit B) remains in effect.

ARTICLE 11. COUNSELING MEMORANDUM

The policy on Counseling Memos (Exhibit C) remains in effect.

ARTICLE 12. FLOATING HOLIDAYS

Fire Safety Inspectors I/II receive sixteen (16) hours of floating holiday per fiscal year, these hours must be used during the fiscal year or they will be forfeited.

ARTICLE 13. VACATION LEAVE

Vacation must be scheduled in accordance with the department policy and operations manual, and in accordance with the City's Rules and Regulations. Once an employee has selected their first round of vacation days pursuant to the department's policy, the time period of that vacation will be honored regardless of future movements of that employee between shifts, even if this necessitates multiple personnel from the same rank being on vacation on the same day.

ARTICLE 14. PERSONAL LEAVE

Two (2) unscheduled vacation days can be requested outside of the yearly vacation bids in accordance with the Fire Department Standard Operating Guidelines, Section 1.04 for unscheduled vacation.

ARTICLE 15. SHIFT TRADES

Employees may trade shifts with the prior approval of the Fire Chief or designee, when the exchange does not interfere with established training schedules or the operation of the department. Employees trading shifts must accept a Shift Trade Agreement.

If the employee agreeing to work the shift calls in sick, those hours will be deducted from the employee's sick leave. Use of sick leave must be in accordance with City Rules. Employees seeking approval for a shift trade must have sufficient sick leave hours available to fulfill the obligation in this Article should they call in sick.

ARTICLE 16. SHIFT BIDDING

Employees may bid for Station Assignments within their shifts during the second quarter of each calendar year. This process must be completed prior to April 15th of each year. The bidding process is by seniority and by rank on a rotating basis beginning year 2018. Employees wishing to transfer to a different shift may do so provided they: 1. Find a member of equal rank on another shift that agrees to the transfer. 2. Obtain concurrence from their immediate Battalion Chief and approval from the Fire Chief or designee. Administrative Staff reserves the right to place employees in specific billets, which will enhance the mission of the department.

ARTICLE 17.SPECIAL ASSIGNMENTS

Hazmat Team – Employees who are routinely and consistently assigned to the Hazmat Team will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Tactical EMS – Employees who are routinely and consistently assigned to Tactical EMS will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

Technical Rescue Team – Employees who are routinely and consistently assigned to the Technical Rescue Team will receive an additional two and a half percent (2.5%) of their base hourly rate of pay.

ARTICLE 18. RETIREMENT

18.1 Retirement Terminology

Employees receive retirement benefits from the California Public Employees' Retirement System (CalPERS).

The term "New Member" is defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A "New Member" is defined in Government Code section 7522.04(f) as any of the following:

- a. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other qualifying public retirement system; or

- b. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another qualifying public retirement system; or
- c. An individual who established prior membership in a retirement system and after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

18.2 Fire Safety Member Retirement Formulas

- a. Employees hired before July 1, 2012, shall receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. These members pay the nine percent (9%) employee contribution on a pre-tax basis.
- b. Employees hired after June 30, 2012, who are not classified as a new member, shall receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. These members pay the nine percent (9%) employee contribution on a pre-tax basis.
- c. Employees hired after December 31, 2012, who are classified as a new member shall receive the 2.7% at 57 safety CalPERS formula with the three (3) year final average compensation period. These employees pay one half (1/2) the total normal cost as determined annually by CalPERS on a pre-tax basis.
- d. All retirement plans have the following optional CalPERS retirement benefits:
 - Sick Leave Service Credit
 - Non-Industrial Disability Standard
 - Industrial Disability Standard
 - Pre-Retirement Death Benefits:
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Special
 - Post-Retirement Death Benefits \$500 lump sum
 - Survivor Allowance (PRSA)
 - 3% Retirement COLA

ARTICLE 19. ANNUAL HEALTH ASSESSMENTS

The Annual Health assessment will at a minimum include, but not necessarily be limited to, the medical tests included in (Exhibit D) to this Agreement. These medical tests shall remain applicable for the duration of this Agreement.

ARTICLE 20. TEMPORARY EMPLOYEES

The City may use Acting Fire Captains; Acting FAO's and replace additional Firefighters with Temporary Firefighters due to a qualifying event as outlined in Section 2.09 (M) of the City of Yuba City Personnel Rules and Regulations or for a Worker's Compensation injury at any time if the absence is anticipated to be or continues for 30 calendar days or more. Temporary Firefighters cannot exceed one (1) per shift or no more than three (3) Temporary Firefighters total (one (1) temporary firefighter per shift). Personnel can work in an "acting position" for a vacant position only for a maximum period of 960 hours.

ARTICLE 21. LEAVE CONVERSION RATES

The parties agree to the following terms related to the conversion of leave hours by employees when they are placed in temporary and permanent assignments (in excess of the first full pay period) within the department.

- a. Conversion from 56-hour to 40-hour work week assignments. Employees temporarily or permanently assigned to staff positions on a 40-hour work week schedule shall have all leave usage banks converted using a division factor of 1.4 for each hour available in the leave bank. As an example, a 56-hour employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours with the employee assigned to a 40-hour work week assignment.

Conversion from 40-hour to 56-hour work week assignments. Employees temporarily or permanently assigned to line positions on a 56-hour work week schedule shall have all leave usage banks converted using a multiplier factor of 1.4 for each hour of available in the leave bank. As an example, a 40-hour employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours when the employee is assigned to a 56-hour work week assignment.

- b. Leave accrual and usage rates shall be applied at the hourly rate used by the employee during the temporary or permanent assignment.
- c. Leave conversion rates shall be applied to all leave accrual banks provided to the employee by the City.

ARTICLE 22. REVIEW OF PERFORMANCE EVALUATION

In general, performance related issues, which have been previously documented in a performance evaluation, but which have not been repeated in subsequent evaluation periods, should not be included in later performance evaluation reports. However, review of overall performance during the entire probationary period may include such items in making a final recommendation to pass or fail an employee on probationary status. In no event shall any matter of performance evaluation, including reference to this section, be subject to appeal of the given procedure. However, employees may request the Director

of Human Resources to review a performance evaluation which contains reference to performance-related issues which the employee believes are inconsistent with this section.

ARTICLE 23. GRIEVANCE PROCEDURE

Grievances involving the application or interpretation of existing Fire Department policies, procedures and rules relating to Emergency Call Back, Overtime, Compensatory Time Off and Unscheduled Vacation may not be pursued beyond the City Manager level. The City Manager's review shall be considered the final step in the grievance process involving those matters.

ARTICLE 24. NOTICE OF MEET AND CONFER

The City will provide notice to Local 3793 regarding changes in job classifications or policies that fall within the scope of representation under the MMBA. The Union has fifteen (15) days to request a meet and confer.

ARTICLE 25.DMV LICENSE EXAMINATION

Physical examinations for Union members who are required to maintain a Class A or B California Driver's License as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

ARTICLE 26.REDUCTION IN PAY

It is agreed that for classifications with a single pay rate (no salary steps) that reductions in pay for disciplinary purposes shall be made in five percent (5%) increments from the pay rate for the classification. Such reduction will be administered through the payroll system without adjustment to the salary schedule.

ARTICLE 27. CALLBACK

Employees called back to work will receive either a minimum of two (2) hours at their overtime rate, or if the hours are contiguous to their work shift the actual hours worked at the applicable rate of pay.

ARTICLE 28. LIMITATION ON CONSECUTIVE HOURS WORKED

Employees shall not work more than ninety-six (96) hours consecutively. Exceptions may be made on a case-by-case basis by the Fire Chief or designee.

ARTICLE 29.TERM OF AGREEMENT

This Memorandum of Understanding is effective July 1, 2023, and remains in full force and effect through June 25, 2027.

Date: _____

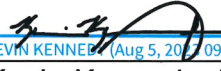
City of Yuba City

Diana Langley, City Manager

Michael W. Jarvis,
Liebert Cassidy Whitmore

Date: _____

Local 3793



KEVIN KENNEDY (Aug 5, 2023 09:11 PDT)
Kevin Kennedy, President



Brett M. Geyer (Jul 31, 2023 18:54 PDT)
Brett Geyer



zachary jones (Aug 1, 2023 15:36 PDT)
Zach Jones



John Coburn,
Mastagni Holstedt

Exhibit A – Salary schedule

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023

Fire Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
3110**	FIRE RECRUIT	FIRE	-	-	-	-	5,111	Monthly
			-	-	-	-	21.06	Hourly
3120**	FIREFIGHTER I	FIRE	-	-	-	-	5,669	Monthly
			-	-	-	-	23.36	Hourly
3130**	FIREFIGHTER II	FIRE	-	-	-	-	8,654	Monthly
			-	-	-	-	35.66	Hourly
3140**	FIRE APPARATUS OPERATOR	FIRE	-	-	-	9,076	9,530	Monthly
			-	-	-	37.40	39.27	Hourly
3150**	FIRE CAPTAIN	FIRE	8,976	9,425	9,896	10,391	10,910	Monthly
			36.99	38.84	40.78	42.82	44.96	Hourly
3160	FIRE SAFETY INSPECTOR I	FIRE	6,032	6,334	6,651	6,984	7,333	Monthly
			34.80	36.54	38.37	40.29	42.30	Hourly
3170	FIRE SAFETY INSPECTOR II	FIRE	6,730	7,066	7,419	7,790	8,179	Monthly
			38.83	40.77	42.80	44.94	47.19	Hourly

FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS				
			1	2	3	4	5
3250	FIRE CAPTAIN	FIRE	8,976 51.78	9,425 54.38	9,896 57.09	10,391 59.95	10,910 62.94
3210	FIRE RECRUIT	FIRE					5,111 29.49
3220	FIREFIGHTER I	FIRE					5,669 32.71
3230	FIREFIGHTER II	FIRE					8,654 49.93
3240	FIRE - APPARATUS OPERATOR	FIRE				9,076 52.36	9,530 54.98

Fire employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.

MOU Article 17 - Special Assignments

Employees who are routinely and consistently assigned to Special Assignments will receive an additional percentage of their base hourly rate.

Hazmat Team	2.5%
Tactical EMS	2.5%
Technical Rescue Team	2.5%

Exhibit B – Catastrophic Illness and Injury Donation Plan

Purpose

To assist employees confronting personal or family catastrophic illness or injury who need the support of City employees to avoid financial hardship.

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.
2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

If disapproved, the requesting employee may seek review of the decision by the joint labor-management committee consisting of one representative from each of the following groups:

- A) Yuba City Employees Association
- B) Firefighters' Association
- C) Police Officers' Association
- D) Middle Managers Group
- E) First Level Managers Group
- F) Human Resources Department

In the event the Committee reaches a tie decision, the decision shall be made in favor of the employee.

The decision of the labor-management committee shall be final and binding, and shall not be subject to the grievance procedure.

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of the Family Care Leave (Human Resources Rule 2.11 (D)) shall be used to determine whether the critical illness or injury qualifies for *the* donation of leave hours. Verification of need via physician statements will normally be required. The employee must have exhausted, or is reasonably expected to exhaust, all accumulated leave hours (vacation, sick leave, CTO) in order to receive leave.

Exhibit C – Counseling Memo Policy

When a department head becomes aware of employee conduct, which requires documentation but does not warrant formal disciplinary action, a counseling memorandum may be issued to the employee. The purpose of a counseling memo is to provide notice to the employee of a deficiency or problem observed, document infractions, and modify behavior.

Counseling memos shall be issued on a standard form used by the City. A copy of the counseling memo shall be given to the employee and a copy shall be maintained in the employee's personnel file for a period of two years. At the conclusion of two years, the employee can ask that the counseling memo be removed from the personnel file. At that time or any time thereafter that it is discovered that a counseling memo exists in the personnel file after two years, all copies shall be removed from any file maintained by the City, including the department or supervisor, and given to the employee. No future reference to the counseling memo will be made in a subsequent disciplinary process or performance evaluation. However, should an employee receive a subsequent counseling memo, or other disciplinary action within the two year period, a counseling memo shall not be discarded until a two year period has passed in which no counseling memo or disciplinary action has been issued.

During the two-year period the counseling memo may be used by a supervisor to support disciplinary action. The fact that a counseling memo has been issued shall not be referenced in a performance evaluation, however the substance of the counseling memo may be referenced in a performance evaluation if the supervisor deems it necessary.

Counseling memos used prior to the adoption of this Memorandum of Understanding are subject to this policy.

Exhibit D – Medical Tests

YC Firefighter PE components		Frequency
Respiratory Protection Questionnaire		Annual
Asbestos Questionnaire		Annual
Latex Allergy Screening Questionnaire		Annual
TB Questionnaire	*only if prior positive PPD	Annual
Ancillary Testing		Annual
	Complete Blood Count	Annual
	Chemistry Panel	Annual
	Urinalysis dipstick)	Annual
	TB screening (PPD)	Annual
	Quantiferon Gold	if current PPD +
	Cholinesterase (Plasma & RBC)	Annual
Pulmonary Function Testing		
	Spirometry (PFT)	Annual
Immunizations/Vaccines		
	Tetanus (TDaP)	10 Year Boosters
	Flu Vaccine	Annual
	Hepatitis B Vaccine-each (series of 3)	Once if no immunity
	Hepatitis A Vaccine	Once if no immunity
	MMR Vaccine	Once if no immunity
Titers for Immunity		
	Hepatitis A/B Titers	Once
	MMR & Varicella Titers	Once
Medical Examination		
Medical History Questionnaire		Annual
Provider Exam with test review		Annual
Vision Testing		Annual
Hearing Testing		Annual
Stress Treadmill (HazMat)		3 Years

Exhibit E –Allocation of Specified Accrued but Unused Leave

The Employer will make mandatory contributions of accrued leave as follows:

One time only, at time of separation from employment ONLY.

The City agrees to provide the PERS Sick Leave Conversion benefit which allows employees to convert their remaining sick leave accrual balance to additional PERS retirement service credit.

Upon retirement from City service, an employee's unused sick leave balance shall be converted to CalPERS service credit in accordance with PERS policy and subject to the following terms:

- The amount of eligible sick leave balance shall be determined in accordance with applicable MOU and City Rules and Regulations.
- Classic Members: If the conversion of a classic member's eligible unused sick leave to CalPERS service credit would result in service credit in excess of the 90% ceiling for local safety members, only the amount of unused sick leave needed to reach the 90% ceiling will be certified to CalPERS.
- PEPRAs Members: The amount of unused sick leave balance converted to CalPERS service credit for each PEPRAs member shall be limited to the lesser of: (i) his or her balance of unused sick leave, or (ii) the equivalent of one year of CalPERS service credit.

After the allocation to CalPERS service credit or, in the case of an employee that does not retire from City service, upon separation from employment, 50% of the eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) shall be converted into a contribution to the City's RHS plan. The eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS Plan shall be contributed on a mandatory basis for the benefit of the employee to the City's 457(b) plan by the City subject to the annual limitations on contributions to such plan, including catch up contribution limits if applicable. The eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS plan and the 457(b) plan, shall be paid out to the employee in taxable compensation; provided that the total amount allocated to the RHS plan, 457(b) plan and paid as taxable compensation does not exceed the applicable limits as set forth in the MOU.

All other leave including vacation time, administrative leave and/or comp time ("Other Leave") is ineligible for conversion to CalPERS service credit. Upon separation from employment, including retirement, 50% of eligible Other Leave (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) shall

be converted into a contribution to the City's RHS plan. The eligible and remaining Other Leave (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS Plan shall be contributed on a mandatory basis for the benefit of the employee to the City's 457(b) plan by the City subject to the annual limitations on contributions to such plan, including catch up contribution limits if applicable. The eligible and remaining sick leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the RHS plan and the 457(b) plan, shall be paid out to the employee in taxable compensation; provided that the total amount allocated to the RHS plan, 457(b) and paid as taxable compensation does not exceed the applicable limits as set forth in the MOU.

Example 1: An employee classified as a "classic member" has 2200 hours of accrued sick leave and 300 hours of accrued vacation hours and needs only one year of CalPERS service credit (2000 hours) to reach the 90% ceiling for local safety members. In this case, 2000 hours will be certified to CalPERS by the City for conversion to CalPERS service credit. This would leave 200 hours from the original balance. If the employee is subject to the **50%** limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1100 sick leave hours eligible for allocation subject to a lesser amount remaining after the mandatory conversion to CalPERS service credit. In this case, the lesser figure is the 200 sick leave hours remaining after the mandatory conversion to CalPERS service credit. As such, only 200 sick leave hours are considered "eligible and remaining". Of these 200 sick leave hours, 50% or 100 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 100 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

Example 2: An employee classified as a "classic member" has 4000 hours of accrued sick leave and 300 hours of accrued vacation hours and needs only one year of CalPERS service credit (2000 hours) to reach the 90% ceiling for local safety members. In this case, 2000 hours will be certified to CalPERS by the City for conversion to CalPERS service credit. This would leave 2000 hours from the original balance. If the employee is subject to the **30%** limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1200 sick leave hours eligible for allocation subject to a lesser amount remaining after the mandatory conversion to CalPERS service credit. In this case, the lesser figure is the 1200 sick leave hours resulting from application of the 30% limit. As such, only 1200 sick leave hours are considered "eligible and remaining". Of these 1200 sick leave hours, 50% or 600 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 600 hours would be

contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

Example 3: An employee classified as a "classic member" has 2000 hours of accrued sick leave and 300 hours of accrued vacation hours and needs only one year of CalPERS service credit (2000 hours) to reach the 90% ceiling for local safety members. In this case, 2000 hours will be certified to CalPERS by the City for conversion to CalPERS service credit. Since all accrued sick leave has been used, no further allocations are made.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

Example 4: An employee (classic or PEPRA) has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours but is separating from service to work for another agency rather than retiring from City service. This employee is not eligible for the sick leave conversion benefit because he or she is not retiring from City service. If the employee is subject to the **50%** limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1250 sick leave hours eligible for allocation. As such, only 1250 sick leave hours are considered "eligible and remaining". Of these 1250 sick leave hours, 50% or 625 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 625 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their "eligible and remaining" vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee's account with the City's RHS plan. The remaining 150 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

Example 5: An employee classified as a "PEPRA member" has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours. In this case, 2000 hours (the

equivalent of one year of service credit) will be certified to CalPERS by the City for conversion to CalPERS service credit. This would leave 500 hours from the original balance. If the employee is subject to the **30%** limit of total accrued sick leave based on their MOU and length of service, the employee would only have 750 sick leave hours eligible for allocation subject to a lesser amount remaining after the mandatory conversion to CalPERS service credit. In this case, the lesser figure is the 500 sick leave hours remaining after the allocation to CalPERS service credit. As such, only 500 sick leave hours are considered “eligible and remaining”. Of these 500 sick leave hours, 50% or 250 hours would be subject to a mandatory allocation to the employee’s account with the City’s RHS plan. The remaining 250 hours would be contributed to the City’s 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

The 300 hours of remaining vacation would also be subject to this provision. The employee is eligible for 100% of their vacation hours. Their “eligible and remaining” vacation time for distribution would be 300 hours. 50% or 150 hours would be subject to a mandatory allocation to the employee’s account with the City’s RHS plan. The remaining 150 hours would be contributed to the City’s 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation.

ATTACHMENT 3

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023

Fire Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
3110**	FIRE RECRUIT	FIRE	-	-	-	-	5,111	Monthly
			-	-	-	-	21.06	Hourly
3120**	FIREFIGHTER I	FIRE	-	-	-	-	5,669	Monthly
			-	-	-	-	23.36	Hourly
3130**	FIREFIGHTER II	FIRE	-	-	-	-	8,654	Monthly
			-	-	-	-	35.66	Hourly
3140**	FIRE APPARATUS OPERATOR	FIRE	-	-	-	9,076	9,530	Monthly
			-	-	-	37.40	39.27	Hourly
3150**	FIRE CAPTAIN	FIRE	8,976	9,425	9,896	10,391	10,910	Monthly
			36.99	38.84	40.78	42.82	44.96	Hourly
3160	FIRE SAFETY INSPECTOR I	FIRE	6,032	6,334	6,651	6,984	7,333	Monthly
			34.80	36.54	38.37	40.29	42.30	Hourly
3170	FIRE SAFETY INSPECTOR II	FIRE	6,730	7,066	7,419	7,790	8,179	Monthly
			38.83	40.77	42.80	44.94	47.19	Hourly

FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS				
			1	2	3	4	5
3250	FIRE CAPTAIN	FIRE	8,976 51.78	9,425 54.38	9,896 57.09	10,391 59.95	10,910 62.94
3210	FIRE RECRUIT	FIRE					5,111 29.49
3220	FIREFIGHTER I	FIRE					5,669 32.71
3230	FIREFIGHTER II	FIRE					8,654 49.93
3240	FIRE - APPARATUS OPERATOR	FIRE				9,076 52.36	9,530 54.98

Fire employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.

MOU Article 17 - Special Assignments

Employees who are routinely and consistently assigned to Special Assignments will receive an additional percentage of their base hourly rate.

Hazmat Team	2.5%
Tactical EMS	2.5%
Technical Rescue Team	2.5%

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: First Level Managers Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with First Level Managers

B. Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments

Fiscal Impact: The proposed changes will result in a net increase in cost of \$60,334 for FY23/24.

Purpose:

To approve the First Level Managers Memorandum of Understanding (MOU) which includes a wage increase of 1.5% effective July 1, 2023, MOU extension to 2027, updates wage re-openers to January 2025, May 2025, May 2026, addition of previously approved side letters, general language clean up including removal of outdated language as well as clean up language in the dental and vision plan section.

Council's Strategic Goal:

This First Level Manager MOU addresses the City Council's Strategic Goals of being business friendly and infrastructure.

Background:

First Level Managers (FLM) Memorandum of Understanding (MOU) is effective July 1, 2022 through June 30, 2025. Within the MOU, there is a wage re-opener that requires the City and First Level Managers to meet on the subject of wages. As a result, the City and FLM met to discuss the wage re-opener.

Analysis:

The City and First Level Managers met twice to discuss the wage re-opener for FY 23/24 and have agreed to a Memorandum of Understanding that includes the following items:

1. MOU, first page: MOU extended to June 25, 2027 and;
2. MOU, 1.1 , Salary Increases: All classifications receive a cost of living increase of 1.5% effective July 1, 2023,
3. MOU, 1.3, Wage Reopener: Agreement on wage re-openers in January 2025, May 2025, and May 2026 and;
4. MOU, 4.2, Dental and Vision Plans: Administrative clean up language in the dental and vision plan section and;
5. Administrative language clean up including adding previously approved side letter language for electrical standby to MOU and remove language related to Communications Center Coordinator.

Fiscal Impact:

The proposed changes will result in a net increase in cost of \$60,334 for FY23/24.

Alternatives:

Do not approve First Level Managers' Memorandum of Understanding which will result in no wage increase, no MOU extension and no change in the MOU language and wage re-opener dates. If this occurs, Staff will require direction to address next steps with FLM.

Recommendation:

Adopt a Resolution:

- A) Approving the Memorandum of Understanding with First Level Managers.
- B) Authorizing the Finance Director to amend the salary schedule and perform the necessary budget adjustments.

Attachments:

1. Resolution
2. Memorandum of Understanding
3. Salary Schedule

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE FIRST LEVEL MANAGERS MEMORANDUM OF UNDERSTANDING July 1, 2023 – JUNE 25, 2027

WHEREAS, the City recognizes the First Level Managers' commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and First Level Managers met and conferred over the FY 23/24 wage reopener and;

WHEREAS, the City appreciates the effort and energy that First Level Managers have put forth to finalize the wage reopener and other MOU terms.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Approve the attached First Level Managers Memorandum of Understanding, which includes the following terms:

1. MOU, first page: MOU extended to June 25, 2027 and;
2. MOU, 1.1, Salary Increases: All classifications receive a cost of living increase of 1.5% effective July 1, 2023,
3. MOU, 1.3, Wage Reopener: Agreement on wage re-openers in January 2025, May 2025, and May 2026 and;
4. MOU, 4.2, Dental and Vision Plans: Administrative clean up language in the dental and vision plan section and;
5. Administrative language clean up including adding previously approved side letter language for electrical standby to MOU and remove language related to Communications Center Coordinator.

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the MOU's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 15th day of August 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Stacey Sheston, Special Counsel
Best Best & Krieger, LLP

ATTACHMENT 2

**MEMORANDUM OF UNDERSTANDING
Between
The City of Yuba City
And
The First Level Managers**



July 1, 2023, through June 25, 2027

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PREAMBLE:

This agreement between the City of Yuba City (City) and the First Level Managers (FLM) has as its purpose the promotion of harmonious labor relations between the City and the FLM and the establishment of rates of pay, hours of work, and other conditions of employment. The City recognizes the First Level Managers as the exclusive representative for full-time and regular part-time employees in the classifications in Appendix "A" as amended.

ARTICLE 1 SALARY

1.1 Salary Increases

Effective July 1, 2023, all classifications will receive a cost of living increase of one and a half percent (1.5%) salary increase.

1.2 Wage Reopeners

The parties will meet and discuss the City's financial position no later than the end of January 2025 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in January 2025, unless agreed otherwise.

The parties will meet and discuss the City's financial position no later than the end of May 2025 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2025, unless agreed otherwise.

The parties will meet and discuss the City's financial position no later than the end of May 2026 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2026, unless agreed otherwise.

If the parties cannot agree on a wage increase during a discussion, there shall be no salary adjustment for that year.

1.3 New 9-Step Salary Schedule

Employees hired in any FLM position after November 25, 2017, will be on the 9-step salary schedule, attached as Appendix "C". The 9-step salary schedule has both the first step and last step the same as the 5-step salary schedule. The 5-Step salary schedule is attached as Appendix "B".

1.4 Bilingual Pay

Employees who are proficient in speaking a foreign language receive an additional \$23.08 per work week. The second language must be one commonly spoken in the greater Yuba City area and thus of benefit to the City in providing services to the community residents. The method of certifying proficiency and the determination of which languages are covered under this program is determined by the City in consultation with First Level Managers.

1.5 Animal Services Standby Pay

When the Animal Services Manager is on vacation or off duty due to injury or illness:

- The Animal Services Supervisor shall maintain phone availability during the hours between 7:45 am and 6:45 pm, seven days each week, which correlates to the duty hours of the Animal Control Officers.
 - The Animal Services Supervisor is available only, to Animal Control Officers who are on probation. Animal Control Officers who have successfully passed probation are expected to work independently and make sound judgements relative to field calls and shelter operations in the absence of a supervisor.
 - Unless there is an extreme emergency, the stand-by call-out for the Animal Services Supervisor shall be for phone consultation to provide direction. Rarely, would the Animal Services Supervisor be required to respond to a location to give direction to Animal Control Officers, however, the possibility is that it could occur at some point. The Animal Services Supervisor is responsible for determining whether responding to a location is warranted. In some cases, the Animal Services Supervisor will receive direction from Animal Services Manager to report to a location.
- If the Animal Services Supervisor is required to stand-by during otherwise off-duty hours, stand-by pay shall be compensated at \$2.45 per hour.
- The Animal Services Manager and Animal Services Supervisor will alternate planned time off to ensure management staff is available for phone consultation by subordinate staff. No other staff member will fill in for management consultation in the absence of the Animal Services Manager or Animal Services Supervisor with the exception of the Executive Director.
- The Animal Services Supervisor will not be issued a take-home vehicle.
- The Animal Services Supervisor will utilize their Department issued cellphone as needed for any phone consultation work performed while on stand-by.
- The Animal Services Supervisor shall be compensated in the same manner as the stand-by Animal Control Officer. When responding to a stand-by phone consultation or call-out, the Animal Shelter Supervisor shall receive a minimum two (2) hours at time and one-half the employees' regular rate of pay. Multiple call-outs within a two (2) hour minimum period (starting from the time of the first call) are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one - half the employees' regular pay. If responding to a location, callback pay is from portal to portal when calculating actual hours worked.
- When on stand-by, the Animal Services Supervisor must refrain from the use of alcohol, medication or substances that may interfere with their ability to effectively respond to any call for service. The Animal Services Supervisor must be available by phone and, if needed, be

physically able to respond within 45 minutes to an incident location within Animal Control's jurisdiction.

- The Animal Services Supervisor must maintain a current California Driver's License.

1.6 Work Schedule

Assigned work schedule may be changed at sole discretion of the Department Head subject to written notice to the employee including the duration of work schedule no less than one (1) week prior to the implementation.

ARTICLE 2 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

2.1 Retirement Terminology

Employees will receive retirement benefits from the California Public Employees' Retirement System (CalPERS).

The use of terms "classic member" and "new member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A new member is defined as:

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- An individual who established prior membership in a retirement system and after a break in service of more than six months, returns to active membership in that system with a new employer.

2.2 Miscellaneous Member Retirement Formulas

- A. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only.

These members pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

- C. Employees hired after June 30, 2012, who are not classified as a new member receive the 2% at 55 miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay the seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012, who are classified as new member receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- E. All miscellaneous retirement formulas have the following optional CalPERS retirement benefits:
 - Non-Industrial Disability Improved
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Post-Retirement Death Benefits \$500 lump sum
 - Survivor Allowance (PRSA)
 - 3% Retirement COLA

ARTICLE 3 FLOATING HOLIDAYS

Employees will receive two (2) floating holidays per fiscal year which must be used during the fiscal year. These two (2) floating holidays have no cash value and may not be carried over to a subsequent fiscal year. If any employee in this unit does not use either or both of these floating holidays during the fiscal year when the holidays are provided, the employee forfeits the unused floating holiday(s). Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rule 2.08 in the Personnel/Rules and Regulations.

ARTICLE 4 BENEFITS

4.1 Health Plans

- A. Employee Contributions:
Employee contributions are on a pre-tax basis.
- B. Health Care Premium Cost:
The City pays 80% of the lowest cost health plan available to the majority of City employees.
- C. Cash-in-lieu Payment:
Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage shall be as follows:

- Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, shall be entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan available to the majority of City Employees.

The employee making the election covered above, shall receive the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.

- The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the current lowest cost health plan available to the majority of City employees:

Employee only	25%
Employee plus one dependent	25%
Family coverage	30%

4.2 Dental and Vision Plans

For calendar year 2023, the City pays the enhanced dental/vision benefits. The enhanced dental/vision are as follows: annual deductible is \$25 (individual) and \$75 (family), calendar year maximum benefit is \$2,000, basic coverage is 90%, major coverage is 60%, and the vision allowance is \$800 in a 24-month period.

For each following year, through calendar 2027, the City will annually evaluate the dental and vision fund excess reserve. The City will make a discretionary determination, which shall not be subject to bargaining requirements or the grievance process, and then communicate the determination in writing to the First Level Management as to whether the City will pay for the enhanced dental/vision benefits set forth above for the coming calendar year. In any year when the enhanced benefits are not able to be funded, benefit levels will automatically revert to the levels set forth below:

City pays 90% of the dental and vision premiums for covered employees. The maximum annual dental benefit is \$1750. The vision benefit is \$600 every 24 months. Premiums are based on periodic actuarial conducted by an outside consultant. Employees must participate in the City's Dental and Vision Plan in a manner provided in the adopted Dental and Vision Plan Agreements.

4.3 Life Insurance

Life insurance benefit amount of fifty thousand dollars (\$50,000) shall be maintained for employees.

4.4 Employee Assistance Program (EAP)

The EAP is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being. The EAP provides free and confidential assessments, short-term counseling, referrals, and follow-up services for employees and their household members. For details about the EAP program, please see the Human Resources Department.

4.5 Health Benefits Committee

The First Level Managers shall designate one (1) representative to the committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee consists of members from each employee association and serves in an advisory capacity to management.

4.6 Long Term Disability

The City provides a long-term disability program for employees.

4.7 Tuition Reimbursement

The tuition reimbursement is five thousand dollars (\$5,000) per fiscal year.

ARTICLE 5 DEFERRED COMPENSATION

Employees receive fifty dollars (\$50.00) a month paid into their deferred compensation account.

ARTICLE 6 CERTIFICATIONS

The City pays the costs associated with obtaining and maintaining special certificates or licenses that are required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment. (Note: if the certificate or license is required prior to employment, the City will only reimburse post-hire expenses.)

ARTICLE 7 DEPT. OF TRANSPORTATION COMMERCIAL DRIVERS TESTING

It is mutually agreed that the Addendum to Alcohol and Drug Abuse Policy implementing the Omnibus Transportation Employee Testing Act of 1991 (Exhibit A) shall remain in effect.

ARTICLE 8 COMMERCIAL DRIVERS LICENSE EXAMINATION

Physical examinations for employees who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the

Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

ARTICLE 9 VACATION LEAVE

9.1 Vacation Accrual Rate

Employees will accrue vacation will be as follows:

<u>Years of Service</u>	<u>Bi-Weekly Rate</u>
0 – Completion of 4 years	4.0 hours
5 – Completion of 10 years	5.5 hours
11 – Completion of 15 years	6.5 hours
16 or more years	7.1 hours

9.2 Returning Former Employees

At the City Manager's discretion, employees who are returning, or who have returned, to City employment may be allowed to accrue vacation leave based upon the total years of service to the City or as otherwise agreed upon, under the following guidelines:

- A. They must have worked for the City at least five years previously;
- B. They must be hired into a First Level Management position upon return;
- C. The department head must make a written request to the City Manager and the City Manager must provide written instructions to Human Resources to take this action.

9.3 Vacation Accrual and Post-Separation Contributions of Accrued Leave Hours

With respect to accrued vacation leave hours (as well as other leave hours described below) that are on the books at the time of an employee's separation, the City will make mandatory contributions of such hours as follows:

Upon separation from employment, for retirement from City service or otherwise, 100% of eligible leave, including sick, vacation, administrative and comp time, (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) shall be contributed on a mandatory basis for the benefit of the employee to the City's 457(b) plan by the City subject to the annual limitations on contributions to such plan, including catch up contribution limits if applicable. The eligible and remaining leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the 457(b) plan, shall be paid out to the employee in taxable compensation; provided that the total amount allocated to the 457(b) plan and paid as taxable compensation does not exceed the applicable limits as set forth in the MOU.

Example 1: An employee has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours and is separating from service (whether to retire or otherwise). If the employee is subject to the 50% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1250 sick leave hours eligible for allocation. As such, only 1250 sick leave hours are considered eligible. The 1250 sick leave hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. 100% of accrued vacation hours are eligible for allocation. As such, 300 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours of the 1250 would be paid out as taxable compensation.

Example 2: An employee has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours and is separating from service (whether to retire or otherwise). If the employee is subject to the 30% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 750 sick leave hours eligible for allocation. As such, only 750 sick leave hours are considered "eligible". All 750 sick leave hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. 100% of accrued vacation hours are eligible for allocation. As such, all 300 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. For clarification of a related note, the PERS Sick Leave Conversion is not available for the miscellaneous employees in this unit.

ARTICLE 10 CATASTROPHIC ILLNESS AND INJURY LEAVE DONATION PROGRAM

The Catastrophic Illness and Injury Leave Donation Program remains in effect (Exhibit B).

ARTICLE 11 ADMINISTRATIVE LEAVE

11.1 Exempt Classification

Employees, whose job classification is declared exempt from overtime under the FLSA guideline, receive 80 hours administrative leave with the first payroll period of each calendar year in lieu of compensatory time and overtime. Employees may use the leave subject to the approval of their department head, except that leave cannot be used prior to separation of employment in order to delay the separation date. New hires receive a pro-rated amount of administrative leave for their first year based upon the month of hire.

11.2 Maximum Cash Out

Employees who receive administrative leave can elect once a year to cash out a maximum of 40 hours that will be accrued the following year. By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of 40 hours of administrative leave that will be accrued in the next calendar year. The election shall be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year. (For example, if an employee elects in December 2018 to cash-out forty (40) hours that will be earned in 2019, those hours will be paid in January 2020).

11.3 Maximum Carry Over

Employees are allowed to carry over unused administrative leave to the next calendar year, subject to a maximum carryover balance of eighty (80) hours.

11.4 Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours per calendar year may be approved. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations during the calendar year to date of the request. Requests for additional leave must be resubmitted by the department head to the City Manager each year, if needed.

11.5 Separation of Employment

In the event of separation of employment, employees will be paid for unused administrative leave.

ARTICLE 12 COMPENSATORY TIME

12.1 Maximum Accumulation

Compensatory time for non-exempt employees may be accumulated to a maximum of eighty (80) hours.

12.2 Maximum Cash Out

Upon written request, employees who receive compensatory time can elect, once each year, to cash out a maximum of forty (40) hours of future compensatory time. By January 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of compensatory time that will be accrued by November 30 of that calendar year. The election shall be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week in December. (For example, if an employee elects in January 2019 to cash-out 40 hours of CTO that will be accrued later that year, those hours will be paid in December 2019). An employee can only cash-out hours that are actually earned/accrued. For example, if a FLM elects, in January 2019, to cash-out forty (40) hours of CTO that will be earned before November 30, but only earns thirty-two (32) hours in CTO in that timeframe, then only thirty-two (32) hours will be paid out in December. Separate and apart from the employee's ability to make an irrevocable advance election, the City, at its option, may pay out up to forty (40) accrued hours of compensatory time at the end of each calendar year.

ARTICLE 13 COUNSELING MEMORANDUM

The attached policy on Counseling Memos (Exhibit C) shall remain in effect.

ARTICLE 14 INCENTIVES

14.1 Water Certificate Pay

The City's water distribution system is classified as a D4 system. Due to this D4 system classification, the Chief Operator is required to have a minimum of a D4 certificate, and shift operators are required to have a minimum of a D3 certificate. To meet the intent of this drinking water regulation, the City must have employees working in water distribution who possess water distribution certifications. Water Distribution Certificate pay is for employees who work with or have the potential to work with the City's water system, possess D-1 through D-4 certification, and is included in the employee's base hourly rate.

For this section, employees who are assigned to work in water distribution are referred to as "Water employees". employees who are not assigned to the area of water distribution are referred to as "Non-Water employees".

The chart below reflects how water distribution certificate pay is applied to Non-Water employees. Total amount of certification pay (when reduced to an hourly rate based on regularly scheduled hours) cannot under any circumstances exceed 10% of the employees' base hourly rate (this includes bilingual pay).

Non-Water (i.e. Maintenance Supervisor-Streets): If multiple certification, only receive \$50 per month (cap).	
\$50 per month (D-1)	
\$50 per month (non-	(D-2)
\$50 per month (non-	(D-3)
N/A	

Water Treatment FLMS who are required to have a treatment (T-1 through T-4) or distribution (D1 through D-4) certificate shall have the certification pay included in their hourly rate.

14.2 Callback and Stand-by Time

This section addresses employees assigned to supervise the Water Distribution Division and Electrical/Instrumentation Division staff on stand-by for after hours and weekend/holidays for a seven-day period.

- A. There are three (3) types of stand-by time: General, Electrical, and Water Distribution. The General stand-by employee is responsible for any after hour's calls except for Water Distribution related calls. The Water Distribution employee is the designated by the Chief Operator for stand-by for the water system and must respond to water distribution calls while on stand-by duty. The Electrical/Instrumentation employee on standby is responsible for the City's electrical infrastructure, including, but not limited to, traffic signals, streetlights, City facilities, the Water Treatment Plant, and the Wastewater Treatment facility, and must respond to electrical calls while on stand-by duty.
- B. Stand-by pay is \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift. A rotation stand-by list will be created and posted in January

each year. Only employees assigned to Water Distribution and Electrical/Instrumentation are eligible for stand-by pay on an "as needed basis". On an "as needed basis" is dependent upon the number of qualified D-3 or D-4 certified maintenance workers in the stand-by rotation. If needed, the supervisors must work on stand-by for water calls until it is determined that sufficient maintenance workers staffing levels exist to respond to water stand-by calls.

- C. The Water Distribution and Electrical/Instrumentation Supervisors are allowed to trade stand-by weeks or individual days to stand-by eligible maintenance workers with written notice to their supervisor for approval at least two (2) days in advance of their scheduled stand-by week.
- D. The Water Distribution and Electrical/Instrumentation Supervisor are provided a designated take home vehicle for the purpose of responding to call-outs. Take-home vehicles may not be driven for any purpose other than driving to and from service calls and traveling to and from work. Employees required to use their personal vehicle while on stand-by shall receive the current IRS mileage rate for personal vehicle mileage while responding to callouts. Personal vehicle usage must have pre-approval of insurance coverage in accordance with the City's policy.
- E. When a Water Distribution or Electrical/Instrumentation Supervisor is called back to work they receive a minimum two (2) hours at time and one-half the employee's regular rate of pay. Multiple call-outs within a two (2) hour minimum period are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one-half the employees' regular pay. The stand-by pay is from portal to portal or when call is received from dispatch until the employee has returned to their residence.

14.3 Personnel Eligibility for Stand-by

- A. Water Distribution Supervisors must have a valid California Water Distribution D-4 or higher certification.
- B. Supervisors must have a minimum of a Class A California Driver's License.
- C. Supervisors must be within forty-five (45) minutes response time using an internet mapping site.

Supervisors must remain physically able to respond within forty-five (45) minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service while on stand-by.

14.4 Assignment Period

The stand-by period is one (1) week beginning on Thursday at conclusion of the workday and continuing to the following Thursday at conclusion of the workday.

14.5 Assignment Limits

Supervisors are limited to two (2) weeks stand-by at a time in a row, however the supervisors may be required to work more than two (2) weeks in a row should extenuating circumstances occur. Should a supervisor cover both their specialty stand-by and any other stand-by simultaneously, they will not collect any additional pay.

14.6 Coverage for Supervisors

- A. The supervisor is responsible for finding qualified substitutes when necessary due to illness or a family emergency. When a substitute is found, the stand-by employee must notify a supervisor and police dispatch.
- B. Stand-by is typically filled on a voluntary basis. In the event no employees volunteer to cover stand-by, the Department Head or designee will choose from the qualified personnel listing. The stand-by employee substituting for the supervisor must meet the applicable qualifications for stand-by in the current MOU.

14.7 Shift Differential

A shift differential of five percent (5.0%) of employee's base pay is paid to those supervisors who are assigned to work an operator shift from 7:00 p.m. to 7:00 a.m. If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.), then they shall not be paid shift differential while on such leave.

ARTICLE 15 TERM OF AGREEMENT

The term of this agreement is July 1, 2023, through June 25, 2027.

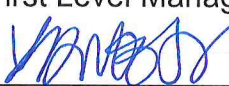
Date: _____

Date: 08/09/2023

City of Yuba City

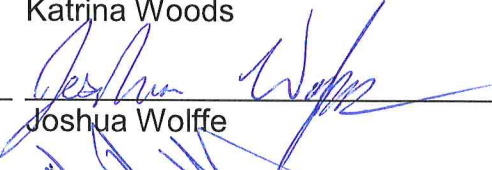
First Level Managers

Diana Langley, City Manager



Katrina Woods

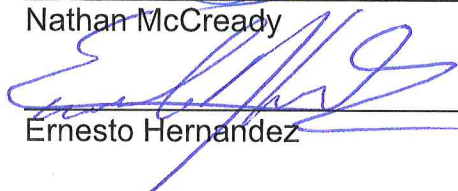
Michael W. Jarvis, Liebert Cassidy Whitmore



Joshua Wolfe



Nathan McCready



Ernesto Hernandez

Appendix A – Represented Classifications

The First Level Managers represents the following classifications:

Accountant II
Administrative Analyst II
Animal Shelter Supervisor
Construction Inspector – Senior
Customer Service Manager
Development Liaison
Electrical/Instrumentation Supervisor
Engineer – Associate Civil
Environmental Compliance Coordinator
Facilities Maintenance Supervisor
Fleet Maintenance Supervisor
Information Technology Analyst
Information Technology Analyst, Senior
Laboratory Supervisor
Maintenance Supervisor – Streets
Park Maintenance Supervisor
Planner – Associate
Plant Maintenance Supervisor – Water
Plant Maintenance Supervisor – Wastewater
Recreation Supervisor I/II/III
Wastewater Collections Supervisor
Wastewater Treatment Facility Chief Operator
Wastewater Treatment Facility Supervisor
Water Distribution Supervisor
Water Treatment Facility Chief Operator
Water Treatment Facility Supervisor

Appendix B - 5 Step Salary Schedule

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023**

First Level Management - EMPLOYEES HIRED PRIOR TO NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6069	ACCOUNTANT II	FLM	6,394	6,714	7,050	7,403	7,773	Monthly
			36.89	38.73	40.67	42.71	44.84	Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	6,750	7,087	7,441	7,813	8,203	Monthly
			38.94	40.89	42.93	45.08	47.33	Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,294	5,559	5,837	6,129	Monthly
			29.09	30.54	32.07	33.68	35.36	Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	7,043	7,395	7,765	8,153	Monthly
			38.70	40.63	42.66	44.80	47.04	Hourly
6044	CRIME ANALYST	FLM	4,706	4,941	5,188	5,447	5,720	Monthly
			27.15	28.51	29.93	31.43	33.00	Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	6,528	6,854	7,197	7,557	7,936	Monthly
			37.66	39.54	41.52	43.60	45.79	Hourly
6215	DEVELOPMENT LIAISON	FLM	6,950	7,298	7,663	8,046	8,448	Monthly
			40.10	42.10	44.21	46.42	48.74	Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,572	9,001	9,451	9,923	Monthly
			47.10	49.45	51.93	54.53	57.25	Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,537	8,964	9,412	9,883	Monthly
			46.90	49.25	51.72	54.30	57.02	Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,284	7,648	8,030	8,431	Monthly
			40.02	42.02	44.12	46.33	48.64	Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,354	6,672	7,006	7,357	Monthly
			34.91	36.66	38.49	40.42	42.44	Hourly

6064*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,508	7,883	8,277	8,689	Monthly
			41.25	43.32	45.48	47.75	50.13	Hourly
6142*	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864	8,257	8,670	9,103	9,558	Monthly
			45.37	47.64	50.02	52.52	55.14	Hourly
6085	LABORATORY SUPERVISOR	FLM	7,061	7,414	7,785	8,174	8,582	Monthly
			40.74	42.77	44.91	47.16	49.51	Hourly
6040	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6043	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6061	PLANNER-ASSOCIATE	FLM	6,619	6,950	7,298	7,663	8,046	Monthly
			38.19	40.10	42.10	44.21	46.42	Hourly
6065	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,917	9,363	9,831	10,324	Monthly
			48.99	51.44	54.02	56.72	59.56	Hourly
6030*	RECREATION SUPERVISOR I	FLM	5,794	6,084	6,388	6,707	7,042	Monthly
			33.43	35.10	36.85	38.69	40.63	Hourly
6045*	RECREATION SUPERVISOR II	FLM	6,373	6,692	7,027	7,378	7,746	Monthly
			36.77	38.61	40.54	42.57	44.69	Hourly
6046*	RECREATION SUPERVISOR III	FLM	7,011	7,362	7,730	8,116	8,522	Monthly
			40.45	42.47	44.60	46.82	49.17	Hourly
6210	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	7,157	7,515	7,891	8,285	Monthly
			39.32	41.29	43.36	45.53	47.80	Hourly
6096	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly
6111	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly
6041	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	8,116	8,522	8,948	9,396	Monthly
			44.60	46.82	49.17	51.62	54.21	Hourly
6160	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly

			49.89	52.38	55.00	57.76	60.64	Hourly
6110	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00pm to 7:00am.
If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Education Pay:

The Communications Center Coordinator (JCN 6035) shall receive education incentive pay.

Education Incentive pay shall be base pay cumulative but not compounded and shall have a 7.5% cap.

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%
AA or AS degree	2.50%
BA or BS degree	5.00%

Non-Water FLM employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

First Level Managers who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential	FLM - 1st Level Manager
PUE, Local #1 - General Employees	PD - Police Department
DH - Department Head	FIRE - Fire Department
MM - Middle Manager	PSMM - Police Sworn Mid Manager
FM - Fire Management	PS - Police Sergeant

Appendix C - 9 Step Salary Schedule

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023**

First Level Management - EMPLOYEES HIRED ON OR AFTER NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6469	ACCOUNTANT II	FLM	6,394	6,554	6,714	6,882	7,050	7,227	7,403	7,588	7,773	Monthly
			36.89	37.81	38.73	39.70	40.67	41.69	42.71	43.78	44.84	Hourly
6460	ADMINISTRATIVE ANALYST II	FLM	6,750	6,919	7,087	7,264	7,441	7,627	7,813	8,007	8,203	Monthly
			38.94	39.92	40.89	41.91	42.93	44.00	45.08	46.19	47.33	Hourly
6415	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,168	5,294	5,427	5,559	5,698	5,837	5,983	6,129	Monthly
			29.09	29.82	30.54	31.31	32.07	32.87	33.68	34.52	35.36	Hourly
6490	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	6,876	7,043	7,219	7,395	7,580	7,765	7,958	8,153	Monthly
			38.70	39.67	40.63	41.65	42.66	43.73	44.80	45.91	47.04	Hourly
6444	CRIME ANALYST	FLM	4,706	4,824	4,941	5,065	5,188	5,318	5,447	5,583	5,720	Monthly
			27.15	27.83	28.51	29.22	29.93	30.68	31.43	32.21	33.00	Hourly
6463	CUSTOMER SERVICE MANAGER	FLM	6,528	6,691	6,854	7,026	7,197	7,377	7,557	7,746	7,936	Monthly
			37.66	38.60	39.54	40.53	41.52	42.56	43.60	44.69	45.79	Hourly
6515	DEVELOPMENT LIAISON	FLM	6,950	7,124	7,298	7,481	7,663	7,855	8,046	8,247	8,448	Monthly
			40.10	41.10	42.10	43.16	44.21	45.32	46.42	47.58	48.74	Hourly
6420	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,368	8,572	8,787	9,001	9,226	9,451	9,688	9,923	Monthly
			47.10	48.28	49.45	50.69	51.93	53.23	54.53	55.89	57.25	Hourly
6520	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,334	8,537	8,751	8,964	9,188	9,412	9,648	9,883	Monthly
			46.90	48.08	49.25	50.49	51.72	53.01	54.30	55.66	57.02	Hourly
6425	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,111	7,284	7,466	7,648	7,839	8,030	8,230	8,431	Monthly
			40.02	41.03	42.02	43.07	44.12	45.23	46.33	47.48	48.64	Hourly
6442	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6450	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,203	6,354	6,513	6,672	6,839	7,006	7,180	7,357	Monthly
			34.91	35.79	36.66	37.58	38.49	39.46	40.42	41.42	42.44	Hourly
6464*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,329	7,508	7,696	7,883	8,080	8,277	8,483	8,689	Monthly
			41.25	42.28	43.32	44.40	45.48	46.62	47.75	48.94	50.13	Hourly

6542	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864	8,061	8,257	8,464	8,670	8,887	9,103	9,331	9,558	Monthly
			45.37	46.51	47.64	48.83	50.02	51.27	52.52	53.83	55.14	Hourly
6485	LABORATORY SUPERVISOR	FLM	7,061	7,238	7,414	7,600	7,785	7,980	8,174	8,378	8,582	Monthly
			40.74	41.76	42.77	43.85	44.91	46.04	47.16	48.33	49.51	Hourly
6440	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6443	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6461	PLANNER-ASSOCIATE	FLM	6,619	6,785	6,950	7,124	7,298	7,481	7,663	7,854	8,046	Monthly
			38.19	39.14	40.10	41.10	42.10	43.16	44.21	45.31	46.42	Hourly
6465	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,705	8,917	9,140	9,363	9,597	9,831	10,076	10,324	Monthly
			48.99	50.22	51.44	52.73	54.02	55.37	56.72	58.13	59.56	Hourly
6430	RECREATION SUPERVISOR I	FLM	5,794	5,939	6,084	6,236	6,388	6,548	6,707	6,875	7,042	Monthly
			33.43	34.26	35.10	35.98	36.85	37.78	38.69	39.66	40.63	Hourly
6445	RECREATION SUPERVISOR II	FLM	6,373	6,533	6,692	6,860	7,027	7,203	7,378	7,562	7,746	Monthly
			36.77	37.69	38.61	39.58	40.54	41.56	42.57	43.63	44.69	Hourly
6446	RECREATION SUPERVISOR III	FLM	7,011	7,187	7,362	7,546	7,730	7,923	8,116	8,319	8,522	Monthly
			40.45	41.46	42.47	43.53	44.60	45.71	46.82	47.99	49.17	Hourly
6610	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	6,987	7,157	7,336	7,515	7,703	7,891	8,088	8,285	Monthly
			39.32	40.31	41.29	42.32	43.36	44.44	45.53	46.66	47.80	Hourly
6496	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6511	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly

6441	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	7,923	8,116	8,319	8,522	8,735	8,948	9,172	9,396	Monthly
			44.60	45.71	46.82	47.99	49.17	50.39	51.62	52.92	54.21	Hourly
6560	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6510	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00pm to 7:00am.
If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Education Pay:

The Communications Center Coordinator (JCN 6035) shall receive education incentive pay.
Education Incentive pay shall be base pay cumulative but not compounded and shall have a 7.5% cap.

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%
AA or AS degree	2.50%
BA or BS degree	5.00%

Non-Water FLM employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

First Level Managers who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential	FLM - 1st Level Manager
PUE, Local #1 - General Employees	PD - Police Department
DH - Department Head	FIRE - Fire Department
MM - Middle Manager	PSMM - Police Sworn Mid Manager
FM - Fire Management	PS - Police Sergeant

ATTACHMENT 3

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023

First Level Management - EMPLOYEES HIRED PRIOR TO NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6069	ACCOUNTANT II	FLM	6,394	6,714	7,050	7,403	7,773	Monthly
			36.89	38.73	40.67	42.71	44.84	Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	6,750	7,087	7,441	7,813	8,203	Monthly
			38.94	40.89	42.93	45.08	47.33	Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,294	5,559	5,837	6,129	Monthly
			29.09	30.54	32.07	33.68	35.36	Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	7,043	7,395	7,765	8,153	Monthly
			38.70	40.63	42.66	44.80	47.04	Hourly
6044	CRIME ANALYST	FLM	4,706	4,941	5,188	5,447	5,720	Monthly
			27.15	28.51	29.93	31.43	33.00	Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	6,528	6,854	7,197	7,557	7,936	Monthly
			37.66	39.54	41.52	43.60	45.79	Hourly
6215	DEVELOPMENT LIAISON	FLM	6,950	7,298	7,663	8,046	8,448	Monthly
			40.10	42.10	44.21	46.42	48.74	Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,572	9,001	9,451	9,923	Monthly
			47.10	49.45	51.93	54.53	57.25	Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,537	8,964	9,412	9,883	Monthly
			46.90	49.25	51.72	54.30	57.02	Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,284	7,648	8,030	8,431	Monthly
			40.02	42.02	44.12	46.33	48.64	Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,354	6,672	7,006	7,357	Monthly
			34.91	36.66	38.49	40.42	42.44	Hourly

6064*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,508	7,883	8,277	8,689	Monthly
			41.25	43.32	45.48	47.75	50.13	Hourly
6142*	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864	8,257	8,670	9,103	9,558	Monthly
			45.37	47.64	50.02	52.52	55.14	Hourly
6085	LABORATORY SUPERVISOR	FLM	7,061	7,414	7,785	8,174	8,582	Monthly
			40.74	42.77	44.91	47.16	49.51	Hourly
6040	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6043	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6061	PLANNER-ASSOCIATE	FLM	6,619	6,950	7,298	7,663	8,046	Monthly
			38.19	40.10	42.10	44.21	46.42	Hourly
6065	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,917	9,363	9,831	10,324	Monthly
			48.99	51.44	54.02	56.72	59.56	Hourly
6030*	RECREATION SUPERVISOR I	FLM	5,794	6,084	6,388	6,707	7,042	Monthly
			33.43	35.10	36.85	38.69	40.63	Hourly
6045*	RECREATION SUPERVISOR II	FLM	6,373	6,692	7,027	7,378	7,746	Monthly
			36.77	38.61	40.54	42.57	44.69	Hourly
6046*	RECREATION SUPERVISOR III	FLM	7,011	7,362	7,730	8,116	8,522	Monthly
			40.45	42.47	44.60	46.82	49.17	Hourly
6210	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	7,157	7,515	7,891	8,285	Monthly
			39.32	41.29	43.36	45.53	47.80	Hourly
6096	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly
6111	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly
6041	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	8,116	8,522	8,948	9,396	Monthly
			44.60	46.82	49.17	51.62	54.21	Hourly
6160	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly

			49.89	52.38	55.00	57.76	60.64	Hourly
6110	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00pm to 7:00am.
If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Education Pay:

The Communications Center Coordinator (JCN 6035) shall receive education incentive pay.

Education Incentive pay shall be base pay cumulative but not compounded and shall have a 7.5% cap.

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%
AA or AS degree	2.50%
BA or BS degree	5.00%

Non-Water FLM employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

First Level Managers who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

CON - Confidential	FLM - 1st Level Manager
PUE, Local #1 - General Employees	PD - Police Department
DH - Department Head	FIRE - Fire Department
MM - Middle Manager	PSMM - Police Sworn Mid Manager
FM - Fire Management	PS - Police Sergeant

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023

First Level Management - EMPLOYEES HIRED ON OR AFTER NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6469	ACCOUNTANT II	FLM	6,394	6,554	6,714	6,882	7,050	7,227	7,403	7,588	7,773	Monthly
			36.89	37.81	38.73	39.70	40.67	41.69	42.71	43.78	44.84	Hourly
6460	ADMINISTRATIVE ANALYST II	FLM	6,750	6,919	7,087	7,264	7,441	7,627	7,813	8,007	8,203	Monthly
			38.94	39.92	40.89	41.91	42.93	44.00	45.08	46.19	47.33	Hourly
6415	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,168	5,294	5,427	5,559	5,698	5,837	5,983	6,129	Monthly
			29.09	29.82	30.54	31.31	32.07	32.87	33.68	34.52	35.36	Hourly
6490	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	6,876	7,043	7,219	7,395	7,580	7,765	7,958	8,153	Monthly
			38.70	39.67	40.63	41.65	42.66	43.73	44.80	45.91	47.04	Hourly
6444	CRIME ANALYST	FLM	4,706	4,824	4,941	5,065	5,188	5,318	5,447	5,583	5,720	Monthly
			27.15	27.83	28.51	29.22	29.93	30.68	31.43	32.21	33.00	Hourly
6463	CUSTOMER SERVICE MANAGER	FLM	6,528	6,691	6,854	7,026	7,197	7,377	7,557	7,746	7,936	Monthly
			37.66	38.60	39.54	40.53	41.52	42.56	43.60	44.69	45.79	Hourly
6515	DEVELOPMENT LIAISON	FLM	6,950	7,124	7,298	7,481	7,663	7,855	8,046	8,247	8,448	Monthly
			40.10	41.10	42.10	43.16	44.21	45.32	46.42	47.58	48.74	Hourly
6420	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,368	8,572	8,787	9,001	9,226	9,451	9,688	9,923	Monthly
			47.10	48.28	49.45	50.69	51.93	53.23	54.53	55.89	57.25	Hourly
6520	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,334	8,537	8,751	8,964	9,188	9,412	9,648	9,883	Monthly
			46.90	48.08	49.25	50.49	51.72	53.01	54.30	55.66	57.02	Hourly
6425	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,111	7,284	7,466	7,648	7,839	8,030	8,230	8,431	Monthly
			40.02	41.03	42.02	43.07	44.12	45.23	46.33	47.48	48.64	Hourly
6442	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6450	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,203	6,354	6,513	6,672	6,839	7,006	7,180	7,357	Monthly
			34.91	35.79	36.66	37.58	38.49	39.46	40.42	41.42	42.44	Hourly
6464*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,329	7,508	7,696	7,883	8,080	8,277	8,483	8,689	Monthly
			41.25	42.28	43.32	44.40	45.48	46.62	47.75	48.94	50.13	Hourly

6542	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864	8,061	8,257	8,464	8,670	8,887	9,103	9,331	9,558	Monthly
			45.37	46.51	47.64	48.83	50.02	51.27	52.52	53.83	55.14	Hourly
6485	LABORATORY SUPERVISOR	FLM	7,061	7,238	7,414	7,600	7,785	7,980	8,174	8,378	8,582	Monthly
			40.74	41.76	42.77	43.85	44.91	46.04	47.16	48.33	49.51	Hourly
6440	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6443	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6461	PLANNER-ASSOCIATE	FLM	6,619	6,785	6,950	7,124	7,298	7,481	7,663	7,854	8,046	Monthly
			38.19	39.14	40.10	41.10	42.10	43.16	44.21	45.31	46.42	Hourly
6465	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,705	8,917	9,140	9,363	9,597	9,831	10,076	10,324	Monthly
			48.99	50.22	51.44	52.73	54.02	55.37	56.72	58.13	59.56	Hourly
6430	RECREATION SUPERVISOR I	FLM	5,794	5,939	6,084	6,236	6,388	6,548	6,707	6,875	7,042	Monthly
			33.43	34.26	35.10	35.98	36.85	37.78	38.69	39.66	40.63	Hourly
6445	RECREATION SUPERVISOR II	FLM	6,373	6,533	6,692	6,860	7,027	7,203	7,378	7,562	7,746	Monthly
			36.77	37.69	38.61	39.58	40.54	41.56	42.57	43.63	44.69	Hourly
6446	RECREATION SUPERVISOR III	FLM	7,011	7,187	7,362	7,546	7,730	7,923	8,116	8,319	8,522	Monthly
			40.45	41.46	42.47	43.53	44.60	45.71	46.82	47.99	49.17	Hourly
6610	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	6,987	7,157	7,336	7,515	7,703	7,891	8,088	8,285	Monthly
			39.32	40.31	41.29	42.32	43.36	44.44	45.53	46.66	47.80	Hourly
6496	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6511	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly

6441	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	7,923	8,116	8,319	8,522	8,735	8,948	9,172	9,396	Monthly
			44.60	45.71	46.82	47.99	49.17	50.39	51.62	52.92	54.21	Hourly
6560	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6510	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly

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CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Second Groundwater Well - Award for Construction Management and Inspection Services
Recommendation: Adopt a Resolution awarding a professional services agreement to ICM of Shingle Springs, CA in the amount of their total bid of \$89,890 and authorize the City Manager to execute the contract on behalf of the City
Fiscal Impact: \$107,976 Account No. 971191-65501 (Second Groundwater Well)

Purpose:

To provide additional water resources by securing access to groundwater at the Water Treatment Plant.

Council's Strategic Goals:

The project addresses the City Council's Strategic Goal of Improving the City's Infrastructure.

Background:

The United States Bureau of Reclamation (USBR) has awarded the City of Yuba City a \$750,000 grant for the construction of a new potable groundwater well. A California Environmental Quality Act (CEQA) document and a USBR-approved National Environmental Protection Act (NEPA) document have both been completed.

On September 7, 2021, Council approved the award of a professional services agreement to West Yost and Associates, Inc. (West Yost) for the design of the Second Groundwater Well. The design and construction of the new well was broken down into two phases. West Yost finished plans and specifications for the below-ground facilities summer 2022 and also provided hydrogeologic and engineering services during the construction of the below-ground facilities. Most recently, West Yost completed final plans and specifications for the above-ground facilities that were adopted by Council on March 7, 2023.

The construction of the below-ground facilities is substantially complete with minor restoration of the construction site still remaining to be completed. The new well was developed where it achieved a maximum flow rate of approximately 2,500 gallons per minute.

The second phase is to construct the above-ground facilities for the well, including a three-sided structure, electrical cabinets, and equip the well with pump related equipment and plumbing. West Yost completed plans and specifications for the above-ground facilities in early 2023. Council authorized the execution of a

construction agreement with Auburn Constructors on April 18, 2023. The Notice to Proceed for the project was then issued on June 20, 2023.

Analysis:

The above-ground phase of the Second Groundwater Well Project involves complex mechanical and electrical equipment that requires specialized technical expertise to effectively provide inspection services during construction. At the time of award, staff noted that a request for proposals would be issued for construction management and inspection services. On July 18, 2023, staff contacted five (5) firms requesting a quote. Three (3) responses from qualified firms were received. A list of the firms and fee proposals is shown below:

<u>Company</u>	<u>Total Bid</u>
West Yost and Associates	\$317,105
Luhdorff & Scalmanini	\$156,315
ICM	\$89,980
Carollo	Did Not Respond
Coastland	Did Not Respond

Staff reviewed the quotes and letter proposals. All firms are highly qualified to perform the work, so staff recommends awarding a professional services agreement to ICM in the amount of \$89,980.

Fiscal Impact:

Contract administration will be performed by Public Works Department staff. The total cost for the services, including a 20% contingency, is \$107,976. Staff recommends a 20% contingency due to the possibility of unforeseen complications during construction arising from the complicated nature of installing and integrating new mechanical and electrical equipment into the Water Treatment Plant's system.

The project will be funded through Account No. 971191-65501 (Second Groundwater Well). Currently, there is approximately \$700,000 of available funds for the project.

Alternatives:

Do not award the professional services agreement and provide staff with further direction on quantity assurance/quality control for the project.

Recommendation:

Adopt a Resolution awarding a professional services agreement to ICM of Shingle Springs, CA in the amount of their total bid of \$89,890 and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. 18-18 Resolution - Construction Management and Inspection Services

Prepared By:
William Jow
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ICM FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ABOVE-GROUND FACILITIES AND WELL EQUIPPING FOR THE SECOND GROUNDWATER WELL

WHEREAS, construction of the above-ground phase of the Second Groundwater Well Project involves complex mechanical and electrical equipment that requires specialized technical expertise to effectively provide construction management and inspection services; and

WHEREAS, staff issued a Request for Quotes on July 18, 2023, to determine the most qualified consultant to provide Construction Management Services for the Second Groundwater Well Equipping Project and to provide such services; and

WHEREAS, in response to the City's request, on August 1, 2023, three quotes and letter proposals were received; and

WHEREAS, after thorough analysis of the quotes and proposals submitted, staff have determined ICM of Shingle Springs, CA to be the most qualified consultant to provide construction management and inspection services for the Second Groundwater Well Project; and

WHEREAS, it has been determined by the City Council that such construction management and inspection services are in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City that a Professional Services Agreement is hereby awarded to ICM of Shingle Springs, CA for the construction management and inspection services in the amount of \$89,980, subject to material terms, with the finding that it is in the best interest of the City, and that the City Manager is hereby authorized to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of August 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirschner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):
Exhibit A – Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

AGREEMENT

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

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

- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$89,890 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

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

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

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

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

8. Consultant's Books and Records:

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

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

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

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

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

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

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

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

expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

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

If to City	William Jow Public Works Department City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-4635
------------	--

If to Consultant:	[Name] [Title] [Organization, vendor name] [Address] [City, State, Zip code] [Phone number]
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17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

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

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

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

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

CITY OF YUBA CITY:

CONSULTANT:

By: _____ By _____

Diana Langley
City Manager

[Name]
[Title]

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements
 Exhibit C - Workers' Compensation Exemption

Exhibit A
Scope of Services

City of Yuba City, California
1201 Civic Center Blvd., Yuba City, CA 95993

REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

RESPONSE DUE BY: August 1, 2023	DATE: July 18, 2023
QUOTING COMPANY: ICM Group 7040 Settlers Trail Shingle Springs, CA 95682	RESPOND TO: DEPT.: Public Works PHONE: (530) 822-4635 E-mail response to: wjow@yubacity.net ATTN: William Jow RFQ#: 18-18-2.0

IMPORTANT NOTICE TO VENDORS

1. QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED BELOW IN ACCORDANCE WITH TERMS SET FORTH HEREIN. ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE ALL COSTS OF SHIPPING AND HANDLING TO DELIVERY POINT.
2. UNLESS SPECIFICALLY NOTED, SUBSTITUTES MAY BE OFFERED IF THEY ARE EQUAL TO OR EXCEED THE QUALITY OF THE ITEM(S) DESCRIBED. IT SHALL BE TO THE SOLE DISCRETION OF THE CITY TO DETERMINE EQUALITY OF ITEMS OFFERED AND SUITABILITY FOR CITY USE.
3. VENDOR MUST INCLUDE COMPLETE MANUFACTURER SPECIFICATIONS FOR ANY ALTERNATES OFFERED AND PROVIDE A CLEAR AND COMPLETE DESCRIPTION OF MATERIAL OR EQUIPMENT BEING BID INCLUDING TRADE NAME, MODEL SIZE, TYPE AND CATALOG NUMBER. IF REQUESTED BY THE CITY SAMPLES AND/OR PRODUCT DEMONSTRATION MAY ALSO BE REQUIRED.
4. RIGHT IS RESERVED BY THE CITY TO REJECT ANY OR ALL BIDS OR TO SEPARATE ITEMS IN BID, UNLESS THE RIGHT IS SPECIFICALLY DENIED BY BIDDER.
5. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE BY TEN (10%) PER CENT THE QUANTITIES OF ANY ITEM(S) OFFERED.
6. QUOTATION IS TO SHOW NET UNIT AND NET TOTAL PRICES AFTER ALL TRADE AND CITY DISCOUNTS HAVE BEEN DEDUCTED. DO NOT INCLUDE FEDERAL EXCISE TAXES, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.
7. BIDDERS LOCATED OUTSIDE THE STATE OF CALIFORNIA ARE ADVISED THAT USE TAX EQUAL TO THE CURRENT STATE OF CALIFORNIA SALES TAX WILL BE ADDED TO THEIR BID FOR EVALUATION PURPOSES IF CALIFORNIA SALES TAX IS NOT COMPUTED INTO THEIR BID AND/OR A CERTIFICATE NUMBER AUTHORIZING COLLECTION OF CALIFORNIA STATE SALES TAX IS NOT PROVIDED.
8. THE CITY RESERVES THE RIGHT TO MAKE PAYMENT ONLY UPON COMPLETION OF THE ENTIRE ORDER BEING DELIVERED AFTER PURCHASE AWARD.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Construction Management Services for Well Equipping Project (See attached scope of services)	\$89,980	\$89,980

TERMS: See attached proposal	TAXES (SPECIFY): \$0
DELIVERY DAYS: See attached proposal	TOTAL NET BID INCLUDING TAXES: \$89,980

IN SUBMITTING THE ABOVE QUOTATION, THE VENDOR AGREES THAT ACCEPTANCE OF ANY OR ALL ITEMS BY THE CITY CONSTITUTES A CONTRACT.

SIGNATURE  TITLE President DATE 08 / 01 / 23 PHONE #: 916-792-9871
 FEDERAL TAX ID # 81-1382170

ALL QUOTATIONS MUST BE SIGNED AND RETURNED ON THIS FORM

Scope of Services

ICM reviewed the requested scope of services listed in the City's Request for Quotation and take no exceptions. The following is a list of tasks excluded from ICM's scope of services:

Exclusions

- a) Costs associated with using ProCore.
- b) Surveying and survey stakeout.
- c) ICM is not responsible for Contractor's safety or safety program.
- d) ICM is not responsible for Contractor's schedule.
- e) Engineering services during construction such as technical RFI and submittal review.
- f) Inspector apprentice, if required by State DIR or other entity.

Our Budget Table, developed specifically for this Project based on the Contractor's baseline schedule and current construction progress, is attached as well as a Fee Schedule. Please note that we assume an 8-hour work day and have not budgeted for overtime.

This proposal is based on a time and materials contract. This cost proposal is only an estimate; actual labor effort will be dependent on the contractor's schedule. Budgeted hours and cost proposal may change based on the actual project schedule. ICM reserves the right to transfer budgeted hours between tasks and subtasks.

Thank you for your kind consideration of our proposal. We look forward to working with the City on this important Project. If you have questions, please call me at 916-792-9871.

Sincerely,
Inferrera Construction Management Group, Inc.



Jeffrey Inferrera, PE, RCI
President

Attachments:
Resumes
Fee Schedule
Budget Estimate

Inferrera Construction Management Group, Inc.
Fee Schedule
For City of Yuba City
Municipal Well No. 2 – Well Equipping Project

Labor Hourly Rates by Position

Construction Manager	\$200
Construction Inspector	\$160
Electrical Inspector	\$180
Administrator	\$85

Expense Rates

Vehicle	Note 3
Field Computer, Monthly	\$100
Field Phone/Internet, Monthly	\$150
Other ODCs billed separately	

Administrative Fees

Expenses	0%
Subconsultants	5%

Notes:

1. Minimum 4-hour onsite charge per site or off-site visits.
2. Overtime will be charged 1.5 times the hourly rate for time worked over eight hours a day and Saturdays. Sundays, Holidays, and time worked over twelve hours a day are charged at 2 times the hourly rate. Second shift work performed between 5 p.m. and 5 a.m. will be charged an additional \$15 per hour.
3. Travel will be charged in accordance with prevailing wage requirements which include IRS mileage rate and travel time over 50 miles one way, plus a minimum of \$25 per day. Business driving will be charged at the IRS mileage rate.
4. This Rate Schedule is valid until December 31, 2024. After December 31, 2024, rates subject to 5% adjustment per year.

City of Yuba City
Municipal Well No. 2 - Well Equipping Project

ICM's Estimated Budget for Construction Management and Inspection Services																				
Role	Team Member	Aug-23 Hours	Sep-23 Hours	Oct-23 Hours	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Total Hours	Rate	Total Budget	
Construction Manager	Jeffrey Inferrera	4	2	1	1	1	0	0	0	0	0	1	1	1	1	1	14	\$ 200	\$ 2,800	
Construction Inspector	Paul Lopez	80	80	32	32	32	0	0	0	0	0	32	32	32	40	24	416	\$ 160	\$ 66,560	
Electrical Inspector	Chris Inferrera	0	0	0	0	0	0	0	0	0	0	0	4	8	24	4	40	\$ 180	\$ 7,200	
Administration	Colleen Inferrera	12	8	8	8	4	0	0	0	0	0	8	4	4	4	12	72	\$ 85	\$ 6,120	
Material Testing	MHM																		\$	3,500
Vehicle																			\$	2,500
Field Computer, Monthly		0.5	1	0.5	0.5	0.5	0	0	0	0	0	0.5	0.5	0.5	0.5	0.5	5.5	\$ 100	\$ 550	
Field Phone/Internet, Monthly		0.5	0.5	0.5	0.5	0.5	0	0	0	0	0	0.5	0.5	0.5	0.5	0.5	5	\$ 150	\$ 750	

Grand Total Budget \$ 89,980

1-Aug-23



Exhibit B
Professional Services Agreement
Insurance Requirements

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

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

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

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

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

V. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:

- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
- B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.

VI. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

VII. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Harter Estates South – Subdivision Agreement and Final Map Approval
Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation providing for public improvements associated with the Harter Estates South Subdivision Map, approving the Harter Estates South Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on the west side of the Harter Specific Plan Area, east of Ruth Avenue, and south of Vine Avenue.]
Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement.

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Harter Estates South development.

Council's Strategic Goal:

This supports multiple Council strategic goals as the development provides for public safety and new infrastructure in a fiscally responsible and business-friendly manner.

Background:

On April 28, 2021, the Planning Commission approved Tentative Map SM 19-04, Harter Estates South, to subdivide 14.73 acres into 77 single family residential parcels located on the west side of the Harter Specific Plan Area, east of Ruth Avenue, and south of Vine Avenue (Attachment 2). The proposed lot sizes range from 6,160 square feet to 13,932 square feet.

Since Planning Commission approval, the developer and its representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the Subdivision Agreement in accordance with the conditions of approval for the development and City policy.

Analysis:

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal

Code. The process is summarized as follows:

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on April 28, 2021.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

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

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include Blackberry Drive, Cranberry Way, Raspberry Way, Strawberry Drive, and a portion of Vine Avenue.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check, inspection, water hot tap fees, and water service tie-in fees \$219,199.02. All fees have already been paid on Building Permit BLD23-00295.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for Harter Estates South.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation, providing for public improvements associated with the Harter Estates South Subdivision Map, approving the Harter Estates South Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map. [Subdivision is located on the west side of the Harter Specific Plan Area, east of Ruth Avenue, and south of Vine Avenue.]

Attachments:

1. Resolution - Harter Estates South – Subdivision Agreement and Final Map Approval
2. Location Map

Prepared By:
Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH D.R. HORTON CA2, INC., A
CALIFORNIA CORPORATION, FOR THE HARTER ESTATES SOUTH SUBDIVISION,
APPROVING THE HARTER ESTATES SOUTH SUBDIVISION FINAL MAP SUBDIVIDING
LAND INTO 77 PARCELS TO CONSTRUCT SINGLE-FAMILY RESIDENTIAL BUILDINGS,
ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS
SHOWN THEREON, AND AUTHORIZING THE FILING OF THE MAP.**

WHEREAS, D.R. Horton CA2, Inc., a California corporation ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Harter Estates South" ("final map"), pursuant to approved Tentative Map for Harter Estates South Subdivision ("tentative map"); and

WHEREAS, the subdivision lies within the boundaries of the City of Yuba City; and

WHEREAS, the Planning Commission of the City of Yuba City, by formal resolution, approved said tentative map; and

WHEREAS, the City Engineer has subsequently reviewed the final map and has determined that the conditions of approval associated with the final map have been satisfied, that the final map is in substantial conformance with the tentative map, and that the final map is ready for City Council approval; and

WHEREAS, all the certificates which appear on the final map (except the approval certificate of the Council of the City of Yuba City and the recording certificate of the Recorder of the County of Sutter) have been signed and acknowledged and said final map has been filed for approval; and

WHEREAS, the final map conforms to all of the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards, except that Section 66492 and 66493 of the Subdivision Map Act may not be fully complied with at the time of passage of this resolution and owner having previously filed with the Clerk of the Board of Supervisors of Sutter County a Tax Compliance Certificate Request along with copies of the final map considered herewith by the Council; and,

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general and specific plans of the City; and,

WHEREAS, the owner, whose signature(s) appear on the final map, and others have offered for dedication certain streets, public utility easements, access rights and other public properties and uses as shown and delineated upon said final map; and

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

WHEREAS, the City Council now desires to approve the Subdivision Agreement with Subdivider, approve the final map, accept all dedications thereunder, and authorizes the filing of

the map.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve as follows:

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with D.R. Horton CA2, Inc., a California corporation, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

2. Findings for Final Map: The City Council finds that:

- a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.
- b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.
- c. The final map is in conformance with the General Plan and any applicable specific plan(s).
- d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

3. Approval of Final Map and Acceptance of Dedications: The City Council approves the final map attached hereto as Exhibit "B", subject to the terms of the Subdivision Agreement approved concurrently herewith, and subject to complete compliance with Sections 66492 and 66493 of the Subdivision Map Act prior to release of the final map for recordation. The City Council accepts any and all of the streets, public utility easements, public utility facilities, access rights and all parcels of land and easements offered for dedication on the final map, unless it is stated on the final map that said dedications are subject to City acceptance of subdivider-installed improvements, in which case acceptance shall be subject to improvement in accordance with Section 66477.1 of the California Government Code. In addition, the City Council authorizes the filing of the map.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of August, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Subdivision Agreement

Exhibit "B" – Final Map (Harter Estates South Subdivision, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of Harter Estates South
Subdivision
Page 1

WHEN RECORDED MAIL TO:

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

NO FEE-Government Code §6103

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

SUBDIVISION AGREEMENT
FINAL MAP OF HARTER ESTATES SOUTH SUBDIVISION
(Regarding Tentative Map No. 19-04, Harter Estates South Subdivision)

THIS AGREEMENT is made this _____ day of _____ 2023, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **D.R. Horton CA2, Inc., a California corporation**, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Yuba City, County of Sutter, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

Lots 1 through 77, inclusive, of the Final Map of Harter Estates South Subdivision according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 19-04 dated April 28, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in

consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:
 - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.
 - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-10, dated April 28, 2021 attached as Exhibit A and incorporated by reference.
 - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of

the Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Harter Estates South Subdivision (City Drawing No. 5558-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-10, dated April 28, 2021, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

3. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit B, which is incorporated by reference.

4. Estimated Reimbursements for Certain Improvements. City shall pay to Subdivider those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation

is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule.

5. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Until then, and notwithstanding any other provision, Subdivider expressly agrees Subdivider has no right to any portion of any fee credit and the Public Works Director for City, in the Director's sole discretion, may unilaterally amend this Agreement effective upon mailed notice to Subdivider to adjust (including adding, reducing or removing) credits at any time prior to acceptance of all required infrastructure improvements by City. Upon adjustment, Subdivider shall pay in full any development impact fees, due from modification of the fee credit, prior to approval of the subdivision map or as may be deferred by a fee deferral covenant. If the subdivision map has already been approved, all such fees shall be promptly paid by Subdivider. City may enforce recovery of such fees in any manner available at law or in equity, including but not limited to private foreclosure and sale of the property in the manner provided in Section 2924 of the California Civil Code or successor statute.

6. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Division of Highways. All of said Improvements and materials shall be done, performed and installed under the inspection of and to

the satisfaction of the City Engineer.

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities set forth in this paragraph. Improvement security shall be of the type as provided for in Government Code §66499 subject to review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$4,109,272.20 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$4,109,272.20 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$2,054,636.10 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.

9. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of \$410,927.22 which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

11. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

12. Indemnification. Subdivider shall be obligated as follows:

a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any

of its officers, officials, employees, agents or volunteers.

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs "a" and "b" of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. This Section shall survive termination or expiration of this Agreement.

13. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

a. **COMMERCIAL GENERAL LIABILITY** insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and

completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$1,000,000 aggregate for products and completed operations, and \$1,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$1,000,000 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an

occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement. Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Director of Public Works for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for

City to terminate this Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

15. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Public Works Standards shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

16. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective

work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 19-04 dated April 28, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

20. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdivider to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Subdivider agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdivider shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdivider shall comply with the codes or ordinances of City including the City Code and Building Codes.

21. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

22. Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's

Fees and Legal Expenses,” in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider’s sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

23. Attorney’s Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney’s fees and legal expenses. For the purposes of this Agreement, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

24. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Sutter County Recorder.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

26. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.

27. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

28. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

29. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.

30. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

31. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

32. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

33. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Director of the Department of Public Works issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

34. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

35. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes

all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY OF YUBA CITY,
a General Law City

SUBDIVIDER

By: _____
Diana Langley, City Manager

D.R. Horton CA2, Inc., a California
corporation

ATTEST

By: _____
Bonnie Chiu
Vice President

By: _____
Ciara Wakefield, Deputy City Clerk

Dated: _____

Dated: _____

*(Attach Notary Acknowledgments)

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin,
City Attorney

Attachments:

Exhibit A: Planning Commission Resolution No. PC 21-10 – Conditions of Approval
Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
Exhibit C: Fee Credits and Reimbursements Payable by City

EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 21-10
CONDITIONS OF APPROVAL**

PLANNING COMMISSION RESOLUTION NO. PC21-10

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY
CONTINGENTLY APPROVING THE HARTER ESTATES SOUTH SUBDIVISION
(TENTATIVE SUBDIVISION MAP (TSM) 19-04) LOCATED ON THE WEST SIDE OF
THE HARTER SPECIFIC PLAN AREA, EAST OF RUTH AVENUE; ASSESSORS
PARCEL NUMBERS 62-310-011 AND 62-310-013.**

WHEREAS, the City of Yuba City Council approved the Harter Specific Plan on October 26, 2004, which provided for mixed-use commercial, residential, office and open space uses on approximately 180 acres located north of State Highway 20 and along the east and west sides of Harter Parkway; and

WHEREAS, in 2019 Harter Packing Company, LLC, ("Developer") submitted a tentative subdivision map (Harter Estates South TSM 19-04, or "TSM 19-04") to subdivide the approximately 15.4-acre area in a portion of the Southwest Corner of the Harter Specific Plan area APNs (62-310-011 and 62-310-013) ("Property"); and

WHEREAS, TSM 19-04 proposed to subdivide the approximately 15.4-acre property into 77 single-family residential lots. The new lots will be provided full City services. A Remainder parcel of 13.17 acres is also proposed; and

WHEREAS, this property is within Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, the Developer has also submitted applications for Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement, as well as proposals to subdivide other portions of the Harter Specific Plan area; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Addendum to the Harter Specific Plan and Yuba City Marketplace Environmental Impact Report (SCH #2002042058) ("Addendum") as proposed by the environmental assessment (EA 19-01) for the Project; and

WHEREAS, the City of Yuba City on April 16, 2021, published a legal notice in compliance with State law concerning Planning Commission consideration of TSM 19-01 in the Appeal-Democrat, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of a recommendation for the approval of the TSM. In addition, on or prior to April 16, 2021, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, as well as to all property owners within the Harter Specific Plan area, indicating the date and time of the public hearing regarding the proposed Project (including the TSM) in accordance with State law; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 28, 2021, at the City Council Chambers located at 1201 Civic Center Boulevard on Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement, and at the meeting considered all

of the project and environmental information recommended to the City Council certification of the EIR, and approval of the Harter Specific Plan, GPA and Rezoning; and

WHEREAS, on April 28, 2021, at the conclusion of the hearing the Planning Commission recommended the City Council approve Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement; and

WHEREAS, immediately following the conclusion of the hearing on those matters,, the Planning Commission conducted a duly noticed public hearing on the Harter Estates South TSM 19-04, at which time it received input from City Staff, the City Attorney's office, and the Developer; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission of the City of Yuba City, after which public testimony was closed; and

WHEREAS, to accommodate the Developer's request to consider the TSMs in conjunction with the approval of the other entitlements noted above, Planning Commission now to desires to contingently approve TSM 19-04 such that no decision of approval of TSM 19-04 becomes final and effective until immediately after the City Council certifies the Addendum to the Environmental Impact Report (SCH #2002042058) for the Harter Project, and approves Addendum EA 19-01, General Plan Amendment No. 19-01, Specific Plan Amendment No. 19-01, Rezoning 19-01, and the Second Amendment to Development Agreement; and if no such approval occurs within 180 days of the adoption of this Resolution, then the Planning Commission intends that TSM 19-04 be set for further consideration and a final decision by the Planning Commission; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission of the City of Yuba City resolves and orders as follows:

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, the City, as the Lead Agency, has analyzed the proposed project, including TSM 19-04, and has prepared an Addendum to the EIR as described above to evaluate the environmental effects of the Project, including development of the proposed tentative map area. The Planning Commission has fully considered the Addendum, and has concurrently recommended it for approval by the City Council. The Planning Commission finds that TSM 19-04 is consistent with, and has been fully assessed by, the Addendum, and that TSM 19-04 is an entitlement specifically anticipated for the proposed Project in the Addendum, and are consistent with the purpose and intent of the EIR as described in the Addendum. As such, TSM 19-04 has been fully environmentally assessed, and not further assessment is required by CEQA.
3. Subdivision Findings: The Planning Commission determines that none of the findings required by Yuba City Municipal Code Section 8-2.609, and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project, or that findings regarding flood protection cannot be made. To the contrary, the Planning Commission finds as follows:

- a. The proposed tentative subdivision map is consistent with the applicable general plan and specific plan.

Support. There is no evidence that the proposed subdivision is inconsistent with either the General Plan or the Harter Specific Plan. To the contrary, the amended Harter Specific Plan implements the goals and policies of the City's General Plan. It establishes the land use designations, planning principles and project objectives and design guidelines for the plan area consistent with the General Plan as amended. For example, the subdivision create lots for single-family residential, multiple-family residential, commercial, office and public uses. The boundaries of these parcels match the boundaries of the Specific Plan as well as the General Plan, which are the only plans applicable to this Project. Additionally, proposed Lots 1 through 77 on 15.4 acres are designated in the General Plan as LDR which provides a gross residential density range of 2 to 8 residences per acre. The proposal is for approximately 5.0 residences per acre, which is within the General Plan density standard. A Remainder parcel of 13.17 acres is also proposed, and would be developed pursuant to a separate application (TPM 19-01). This is also within the gross residential density range approved by the General Plan. The subdivision is consistent with both the General Plan and Harter Specific Plan as amended.

The Planning Commission has reviewed the analysis and all evidence presented in this matter, and determines that proposed TSM 19-04 is consistent with Specific Plan Amendment 19-01, has also found the Specific Plan Amendment is consistent with the General Plan as amended by General Plan Amendment 19-01, and as such, TSM 19-04 is also therefore consistent with the General Plan.

- b. The design and improvement of the subdivision map is consistent with applicable general and specific plans or adopted City standards.

Support. As discussed immediately above, this subdivision meets all General Plan consistency requirements. The TSM is consistent with the General Plan as amended by GPA 19-01 and the Specific Plan as amended by SPA 19-01. Additionally, the proposed parcel sizes, as shown on the tentative subdivision maps, meet the City's zoning minimum parcel size and are therefore of adequate size and design to accommodate the uses that will be permitted on them. The property will be improved with new or expanded street system, and the project will also be provided with full City services that meet all City standards. The project is conditioned to meet all City development and improvement standards including water, wastewater and stormwater drainage systems, street cross-sections, streetscape landscaping, and parks. Each new lot meets the minimum lot size requirements required of the R-1 Zone District. The design and improvement of the tentative map meet all City standards.

- c. That the site is physically suited for the density of development.

Support. There is no substantial evidence in the record that the site is not physically suited for the density of development being proposed. Each new lot will meet or exceed the minimum lot sizes required by the relevant zone district. The proposed subdivision was thoroughly analyzed and compared to the Specific Plan and General Plan, and the proposed density of development is appropriate for this site and is physically suited for the proposed development density. The site is flat and has all

City services available to it, or in the case of stormwater drainage, the system will be designed and constructed to be part of a larger drainage system operated by the City and County that serves the greater area. The EIR and associated Addendum prepared for the project did not find any physical factors associated with the property that would render it unsuitable for the proposed density of development.

- d. That the site is physically suited for the type of development.

Support. There is no substantial evidence in the record that the site is not physically suited for the type of development being proposed. The proposed subdivision was thoroughly analyzed and compared to the Specific Plan and General Plan, and the proposed development is physically appropriate for this site and is physically suited for the proposed development. Additionally, all relevant CEQA environmental concerns were addressed in the EIR and the associated Addendum that was prepared for the Project and its subdivisions, including flooding, drainage, and other items dealing with the physical characteristics of the site. The proposed subdivision complies with the allowable land use and residential planned land use density and acreage allocations, and with the goals, objectives, and policies contained in the Harter Specific Plan and the General Plan. The proposed development meets all adopted standards and requirements, and is physically suited for the type of development being proposed.

- e. That the design of the subdivision map or likely improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Support. There is no evidence that the design or improvements will, in themselves, cause substantial environmental damage, etc. The entire Harter Specific Plan is surrounded by existing urban uses, and includes large commercial operations including a Walmart. Regardless, the EIR and associated Addendum prepared for the project compared it with all of the relevant CEQA environmental concerns, including fish and wildlife habitat. Although there are mitigation measures, these are not related to significant impacts associated with design issues of the tentative map. Further, the project has been conditioned with mitigation to reduce the significance of any impacts. As such, the design of the subdivision map or likely improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

- f. That the design of the tentative maps or the type of improvements is not likely to cause serious public health problems.

Support. There is no substantial evidence in the record that the design of the tentative map will cause serious public health problems. Every new lot will be connected to City water, wastewater and storm drainage systems, which will avoid public health problems.

- g. The application satisfies at least one of the findings found in Yuba City Municipal Code Section 6-9.603 – Maps.

Support. This project complies with this finding as the Sutter Butte Flood Control Agency (SBFCA) is the "Local Flood Management Agency" for the Sutter-Butte Basin

and as such, has the responsibility to prepare an annual report demonstrating adequate progress as defined in California Government Code Section 65007 (a). SBFCA has prepared Adequate Progress Report Updates for ULOP and transmitted them to the Central Valley Flood Protection Board. As such, this site has adequate flood protection. Additionally, the City has imposed conditions on the TSM that will protect property within the area to the urban level of flood protection in urban areas and urbanizing areas. The facilities of the State plan of flood control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

- h. That the design of the tentative maps or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Support. The tentative map area will be served by public streets that are dedicated to the City for public use. There is no use of private streets or other types of easements that the project would conflict with. There are no known existing easements that will be adversely affected by this subdivision.

- 4. Approval with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves TSM 19-04 (Exhibit "A") subject to the conditions set forth in Exhibit "B" (TSM 19-04 conditions of approval) attached hereto, which approvals are contingent upon the following:
 - a. The approval of TSM 19-04 shall become final and effective immediately only after the City Council of the City of Yuba City i) adopts EA 19-01 and approved the Addendum to the Environmental Impact Report (SCH #2002042058) ii) adopts the General Plan Amendment 19-01; iii) adopts Specific Plan Amendment 19-01; and iv) adopts Rezoning 19-01 (collectively "Council Approvals"). If all of the Council Approvals are not made within 180 days of the adoption of this Resolution, then TSM 19-04 shall be returned to the Planning Commission for further consideration and a final decision. If Council Approvals are made within 180 days of the adoption of this Resolution, but any change is made by the Council to any of the Council Approvals in a manner that could reasonably affect the findings of the Planning Commission herein, or require a modification or addition of a condition of approval to be consistent with a Council Approval, then TSM 19-04 shall be returned to the Planning Commission for further consideration and a final decision.
- 5. Certification. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.
- 6. Final Action and Appeals. This action shall become final and effective 15 days after, and only upon, the Council Approvals including of the approval of the Addendum and adoption of the Harter Specific Plan Amendment, unless within such 15 days an appeal is filed with the City Clerk in accordance with the provisions of the Yuba City Zoning Ordinance.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Yuba City at a regular meeting thereof held on April 28, 2021, by the following vote:

Ayes: CHAIRWOMEN BLAKE, VICE CHAIRWOMAN SILLMAN, COMMISSIONER SHAFFER,
COMMISSIONER ADAMS, COMMISSIONER DOSCHER

Noes:

Absent:

Recused: COMMISSIONER BROOKMAN, COMMISSIONER DALE

By order of the Planning Commission of the City of Yuba City.


Michele Blake, Planning Commission Chair

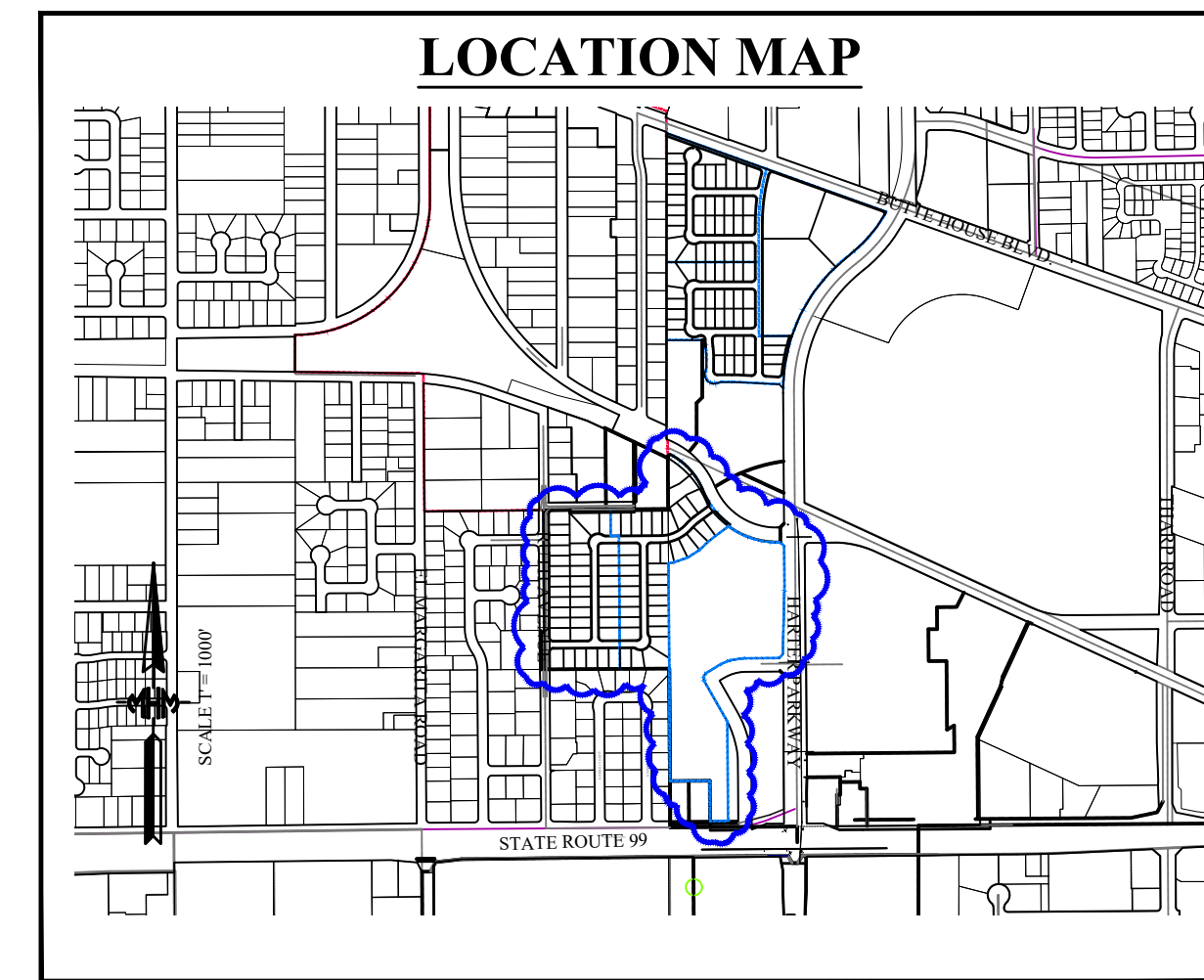
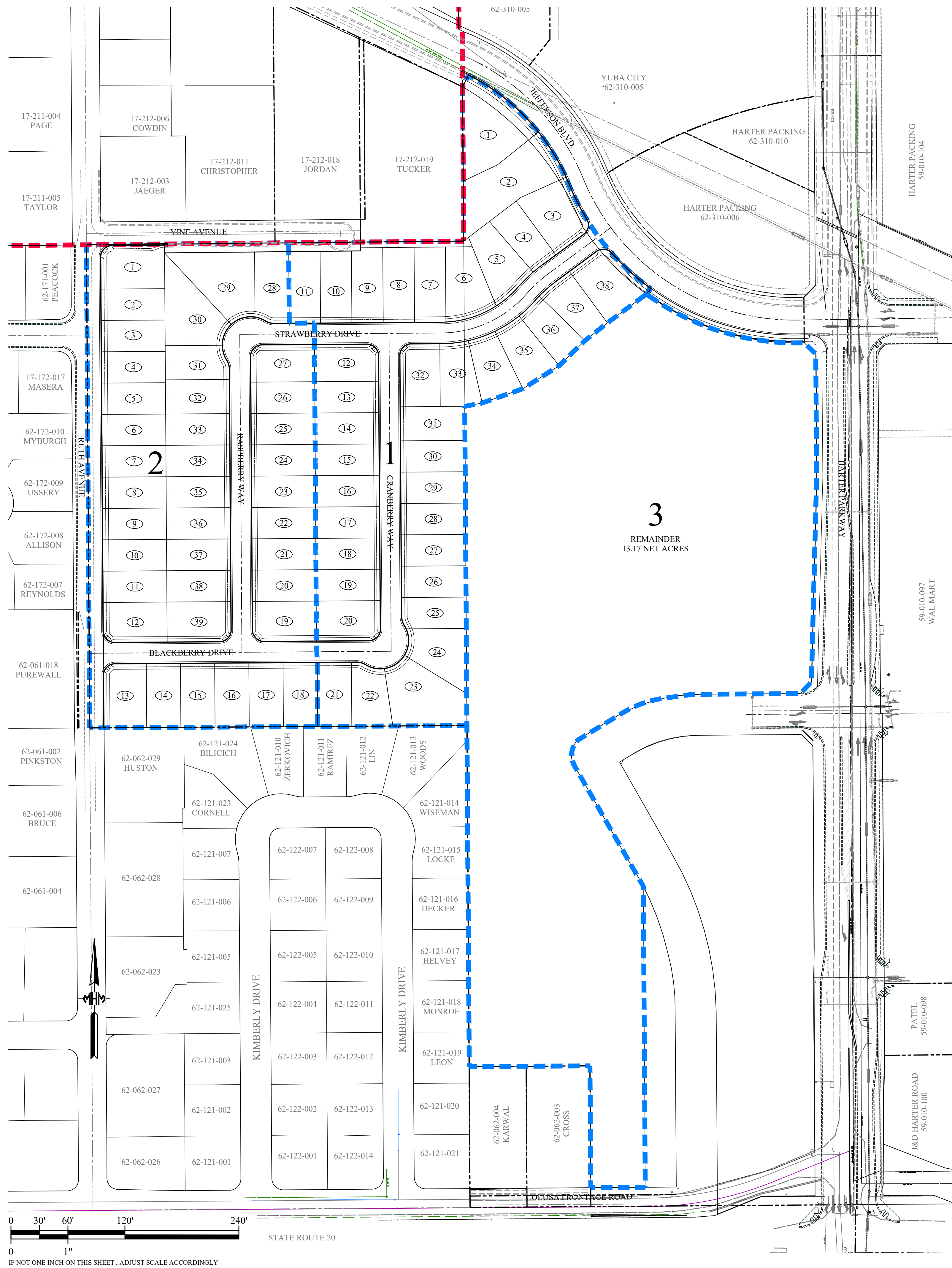
ATTEST:


Benjamin Moody, Secretary to the Planning Commission

Attachments:

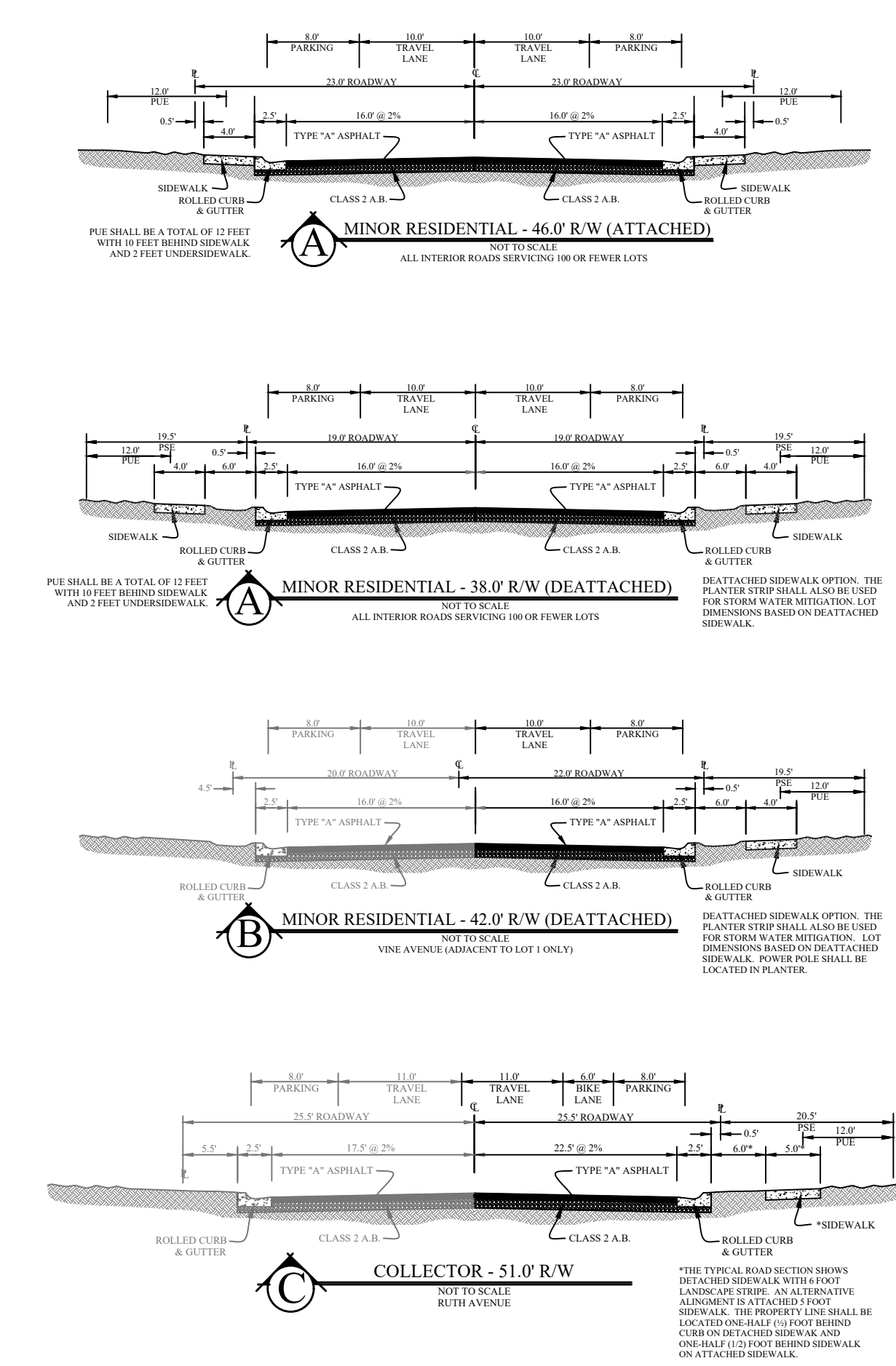
Exhibit A: Tentative Subdivision Map 19-04
Exhibit B: Conditions of Approval

TENTATIVE SUBDIVISION MAP 2019-004
HARTER ESTATES SOUTH
YUBA CITY, CALIFORNIA
FEBRUARY 27, 2020 REVISED APRIL 14, 2021



LAND USE SUMMARY			
LOT SUMMARY*			
VILLAGE NO. 1 =	38 LOTS	7.74 AC	4.91 DU/AC
VILLAGE NO. 2 =	39 LOTS	7.63 AC	5.11 DU/AC
SUBTOTAL = (RESIDENTIAL)	77 LOTS	15.37 AC	5.01 DU/AC
REMAINDER = 1 PARCEL		13.17 AC	
SUBTOTAL = (NON-RESIDENTIAL)		13.17 AC	
TOTAL =		28.54 AC	2.70 DU/AC

*ALL ACREAGES AND DENSITIES EXCLUDE ARTERIAL AND COLLECTOR STREETS.



PROJECT NOTES		
OWNER HARTER PACKING CO. LLC P.O. BOX 1789 YUBA CITY, CA 95992 CONTACT: TOM TUCKER PHONE: (530) 673-8330	AREA OF TENTATIVE MAP 28.54 GROSS ACRES	FIRE PROTECTION CITY OF YUBA CITY
APPLICANT HARTER PACKING CO. LLC P.O. BOX 1789 YUBA CITY, CA 95992 CONTACT: TOM TUCKER PHONE: (530) 673-8330	EXISTING USE AGRICULTURAL	LAW ENFORCEMENT CITY OF YUBA CITY
ATTORNEY PIONEER LAW GROUP, LLP 1122 S STREET SACRAMENTO, CA 95811 CONTACT: JAY HARRIS PHONE: (916) 287-9500	EXISTING GENERAL PLAN DESIGNATION LOW DENSITY RESIDENTIAL, COMMERCIAL, AND OFFICE PARK	SANITARY SEWER CITY OF YUBA CITY
ENGINEER/SURVEYOR MHM INCORPORATED 1204 E STREET, P.O. BOX B MARYSVILLE, CA 95901 CONTACT: SEAN MINARD PHONE: (530) 742-6485	PROPOSED GENERAL PLAN DESIGNATION LOW DENSITY RESIDENTIAL, COMMERCIAL, AND OFFICE PARK	DOMESTIC WATER CITY OF YUBA CITY
ASSESSOR'S PARCEL NO. 62-310-011 62-310-013	PROPOSED ZONING R-1 (15.37 AC) AND C-2 (13.17 AC)	STORM DRAINAGE CITY OF YUBA CITY AND SUTTER COUNTY
	EXISTING ZONING R-1, C-2, AND C-M	ELECTRICITY PACIFIC GAS AND ELECTRIC
	LEVEE PROTECTION LEVEE DISTRICT NO. 9 OF SUTTER COUNTY	NATURAL GAS (OPTIONAL) PACIFIC GAS AND ELECTRIC
	ELEMENTARY SCHOOL DISTRICT YUBA CITY UNIFIED SCHOOL DISTRICT	COMMUNICATION AT&T AND COMCAST
	HIGH SCHOOL DISTRICT YUBA CITY UNIFIED SCHOOL DISTRICT	CABLE (OPTIONAL) COMCAST
	AIR QUALITY MANAGEMENT DISTRICT FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT	IRRIGATION DISTRICT NONE

SURVEYORS STATEMENT:
I HEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY FIRST AMERICAN TITLE COMPANY ORDER NUMBER 12023-4760237 DATED OCTOBER 17, 2014

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

CITY OF YUBA CITY APPROVAL:
THE CITY OF YUBA CITY PLANNING COMMISSION HAS CONSIDERED AND APPROVED RESOLUTION 21-XXX APPROVING TENTATIVE PARCEL MAP NO. 2019-004 DURING THE PLANNING COMMISSION MEETING ON _____, 2021.

CITY OF YUBA CITY DATE:

2 INDICATES PROPOSED SMALL LOT PHASE AND LARGE LOT PARCEL

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

CITY OF YUBA CITY
CONDITIONS OF APPROVAL & MITIGATION MEASURES
TENTATIVE SUBDIVISION MAP 19-04
APRIL 28, 2021

HARTER ESTATES SOUTH
APN: 62-310-011 and 62-310-013

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within ninety (90) calendar days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY

Please note that this project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies, those determined through tentative subdivision map review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community, and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 15 days after the decision by the Planning Commission. In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

These conditions are applicable to any person or entity making use of this tentative subdivision map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this tentative subdivision map.

CONDITIONS OF APPROVAL

1. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of or connected with this approval, except to the extent such liabilities are caused by actions of the City.
2. The final lot design on the subdivision maps shall be designed in conformance with the TSM 19-04, as appropriate, and as approved by the Planning Commission.

3. The development and operation of the project shall comply with all CEQA mitigation measures identified in the EIR and supplemental environmental documents.

PUBLIC WORKS

4. The parcel is to be subdivided and developed in accordance with the Harter Specific Plan, associated technical reports, and as amended or approved by the Public Works Director.
5. To help contain fugitive dust, construction sites shall be watered down by the Developer during the construction phase of the project or as directed by the Public Works Department.
6. Paved streets shall be swept frequently by the Developer during the construction phase (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
7. The Developer shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to assure compliance.
8. Storage of construction material is not allowed in the travel way.
9. The only hard surface (concrete or pavers) that can be placed in the street planter area other than the standard driveway serving the residence is eighteen (18) inch wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.
10. A Subdivision Agreement outlining the obligations of the Developer regarding any costs (hot tap, connection fee, fair share contribution, etc.), dedications, and improvements associated with the development shall be accepted by the City prior to recordation of map.
11. The Post Construction Statement of Responsibility shall be recorded at the Sutter County Recorder's Office prior to recordation of map.
12. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.

PRIOR TO ISSUANCE OF A GRADING PERMIT

13. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto the adjacent residential or agricultural lands or that the Development will not impede the drainage from those properties. The grading plans adjacent to existing residential development shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required, they shall be constructed of concrete, brick, or masonry block.
14. A master grading plan for all phases of the subdivision shall be submitted to the Public Works Department as part of the improvement plans with the first phase of the subdivision map and meet Sutter County Drainage requirements or as approved by the Public Works Director.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

15. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of improvement plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.
16. The Developer shall comply with all City requirements related to drainage, including submittal of a drainage plan for any drainage improvements for the proposed development. A drainage analysis, along with calculations, shall be submitted to the City Engineer for approval. The analysis shall include, but is not limited to:
 - a. Grading and drainage plan showing the proposed drainage conveyance and storage system;
 - b. Supporting calculations demonstrating adequacy of conveyance capacity and storage volume;
 - c. Storm Drain Collection Systems - For the design of all pipeline conveyance facilities, the Hydraulic Grade Line (HGL) shall be maintained a minimum of one foot below the gutter flow line of all drain inlets and at least one foot below all maintenance hole rims during a 10-year, 24-hour storm event. The storm drain minimum pipe size shall be 12 inches. The minimum velocity shall be 2 fps. The above design shall be determined with criteria approved by the Public Works Department.
 - d. Street Flow-The street system shall be designed to convey the 100-year, 24-hour runoff while maintaining a water surface at least 1 foot below the adjacent building pad elevations (or alternatively, the building pad elevations shall be at least 1 foot above the 100-year water level). The grading plan shall ensure that the 100-year, 24-hour runoff can be conveyed through the development and to the receiving drainage facility. The above design shall be determined with criteria approved by the Public Works Department.
 - e. Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the ultimate development of the entire upstream watershed.
 - f. The Drainage Study shall be completed and stamped by a Professional Engineer and determined by the City Engineer and the Sutter County Water Agency Engineer to be comprehensive, accurate, and adequate.
17. The development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan including any applicable Statements of Responsibility and Self-certification Annual Reports. The Post Construction information can be found here: https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management.
18. The Developer shall comply with all Sutter County requirements related to drainage, including submittal of a drainage plan for any drainage improvements that utilize County facilities for approval by Sutter County Public Works Director.
19. All development shall be designed to local, state, and federal flood standards.
20. The structural section of all road improvements shall be designed using the Caltrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the Caltrans Highway Design Manual. The structural section shall be designed to the following standards:

- a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
- b. Use a traffic index of 6 for Ruth Avenue and interior residential streets.
- c. Use a traffic index of 7 for Jefferson Avenue.
- d. Use a traffic index of 10 for arterial streets.

A copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check.

- 21. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. Twenty-five miles per hour speed limit signs shall be installed within the subdivision at locations determined by the Public Works Department. These proposed speed limit signs shall be shown on the Improvement Plans.
- 22. The street trees and street lighting are public improvements which shall meet the Parks Division Planting Standards and Yuba City Standard Details and be included in the improvement plans and specifications for the subdivision when the improvement plans are submitted for the first improvement plan check.
- 23. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the Public Utility Easement (PUE). Developer shall provide a concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the City Public Works Department, with due consideration for street light location, traffic safety, security and consumer convenience.
- 24. Required Improvement Plan Notes:
 - a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
 - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
 - c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
 - d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the "California Manual of Uniform Traffic Control Devices, latest edition." The City of Yuba City emergency service providers shall be notified, at least two

working days in advance, of proposed construction scheduled by the contractor(s)."

- e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."
- f. "Where an excavation for a trench and/or structure is five (5) feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by a California licensed structural engineer to the Public Works Department, prior to beginning construction."

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

- 25. All existing well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. Connections shall be made to public sewer and water. The Developer shall pay all applicable fees.
- 26. Jefferson Boulevard (Phase 1 frontage and to Harter Parkway) shall be constructed, centerline to back of curb, to a half-width of 26.5 feet plus an additional 12.0 feet north of centerline. Right-of-way shall be dedicated to a width of 27.0 feet together with a 20.5-foot PSE behind the right-of-way. Frontage improvements shall include street section, barrier curb, gutter, 6.0-foot-wide landscaped parkway strip (measured from back of curb), 5.0-foot-wide sidewalk, street trees, and streetlights. Landscaping shall be constructed as part of the home construction. A 12.0-foot wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk, or as otherwise determined by the Public Works Director.
- 27. Ruth Avenue shall be constructed within the existing 50.0-foot right-of-way. On each side of the centerline design/construction shall consist of 11.0-foot travel way, 8.0-foot parking lane with 2.0 feet of the parking lane being the gutter pan, and a 2.5-foot rolled curb and gutter. On the east side of Ruth, a 5.0-foot attached sidewalk shall be constructed. The right-of-way line on both sides of Ruth shall be 5.5 feet behind the curb. A 12.0-foot wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk on the east side of Ruth. Street lights, on the east side of Ruth, shall be included as part of the improvements. The Developer is responsible for the eastern half of the roadway frontage only.
 - a. At minimum one City approved street tree shall be planted in the front yard of each lot. Any variation as to location of tree and/or type of tree shall be approved by the Development Services Director.
 - b. The landscape plan for the front yard shall be handled by each individual lot improvement.

Any other configuration of Ruth Avenue shall be approved by the Public Works Director prior to construction.

- 28. Vine Avenue adjacent to Phase 2 Lot 1 (as said Phase is shown on Tentative Map dated December 31, 2020) shall be designed/constructed, centerline to back of curb, to a half-width of 21.5 feet. Right-of-way shall be dedicated to a width of 22.0 feet together with a 19.5-foot PSE behind the right-of-way. It should be noted that the existing Vine Avenue right-of-way is 40.0 feet resulting in an additional 2.0 feet of dedication. Frontage improvements shall include street section, rolled curb, gutter, 6.0-foot-wide landscaped

parkway strip (measured from back of curb), 4.0-foot-wide sidewalk, street trees, and streetlights. The existing power poles shall be located back of curb. A 12.0-foot wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk, or as otherwise determined by the Public Works Director. East of Phase 1 Lot 1, the right-of-way dedication from centerline shall be 35.5 feet or an additional 15.5 feet. No improvements are proposed east of Phase 2 Lot 1.

29. The Developer has two roadway design options for of the interior residential streets:

- a. *Detached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5-foot PSE behind the right-of-way. Frontage improvements shall include street section, rolled curb, gutter, 6.0-foot-wide landscape parkway strip (measured from back of curb), 4.0-foot-wide sidewalk, street trees, and streetlights. A 12.0-foot wide (PUE) shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.
 - i. The landscape plan for the front yard, including the area between the sidewalk and curb, shall be handled by each individual lot improvement. The irrigation system shall be designed to accommodate the street tree and shall meet the City's Model Water Efficient Landscape Ordinance.
 - ii. The landscaping in the parkway strip is to have a coordinated theme referenced on the public improvement plans, or as approved by the Development Service Director.
- b. *Attached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 46.0 feet. Frontage improvements shall include street section, rolled curb, gutter, a 4.0-foot-wide attached sidewalk, and streetlights. A 12.0-foot-wide PUE shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.
 - i. At minimum one City approved street tree shall be planted in the front yard of each lot. Any variation as to location of tree and/or type of tree shall be approved by the Development Services Director.
 - ii. The landscape plan for the front yard shall be handled by each individual lot improvement.

30. Prior to final paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.

31. Prior to final paving, the Developer shall hydroflush, and televise, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.

32. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (AutoCAD version 2010 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.

33. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO FINAL MAP RECORDATION

34. The development shall pay for the reasonable and allocable share of operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, by payment of cash in an amount agreed to by the City, by another secure funding mechanism acceptable to the City, or by some combination of those mechanisms. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district.

35. The property shall petition for formation of a Zone of Benefit of the Yuba City Landscaping and Lighting Maintenance District for the purpose of the landscaping, the irrigation, the street lights, any barricades, and any masonry walls. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

36. Parcel 62-310-011 and 62-310-013 are located in Sutter County Water Agency Zone of Benefit No. 6. Fees for parcels shall be paid prior to issuance of a building or grading permit that places impervious surfaces on the parcels. The fee rate is calculated per Sutter County Ordinance 8WA and 21WA, December 9, 1986. Fees are payable at the Sutter County Development Services Counter located at 1130 Civic Center Blvd., Yuba City. Phone: (530) 822 7400

37. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

38. The curb, gutter, sidewalk, and drainage shall be inspected, and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.

39. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence in each phase, install the perimeter subdivision wall and/or fence in place to the satisfaction of the Public Works Department.

40. The Developer, prior to the issuance of the first certificate of occupancy within Phase 1, shall install a solid wall (i.e., precast concrete, post and panel, brick, masonry block, Proto-II masonry wall) on the residential lots adjacent to the commercial parcels (Lot 23 through 38), as said Phase is shown on Tentative Subdivision Map dated April 14, 2021 in place to the satisfaction of the Public Works Director and/or the Development Services Director.

41. All street lighting shall be constructed with improvement plans and energized prior to the issuance of any certificate of occupancy.

42. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed in accordance with City requirements.

PROJECT SPECIFIC CONDITIONS

43. To limit visibility and conflicting views of existing residential properties, the residential lots of the proposed development adjacent to existing single-story homes located on the southern boundary are to be restricted to single story construction, or any window sills on the upper floor of a two-story residence are to be a minimum of 6.0 feet above the floor, or as otherwise approved by the Development Services Director.
44. Alternative driveway designs shall be as stated in the Harter Specific Plan. (Harter Specific Plan DS 104)

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

In accordance with this Agreement, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that Subdivider shall pay the following fees a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

(1)	Public Improvement Plan Check and Inspection Fee:	
(a)	3% of the estimated total construction cost \$4,109,272.20 x .03 =	<u>\$123,278.17</u>
(b)	Thirteen (13) one-inch water service tie-ins	<u>\$66,791.01</u>
(c)	Three (3) six-inch hot taps	<u>\$16,790.16</u>
(d)	Two (2) eight-inch hot taps	<u>\$12,339.68</u>
	Less fees paid on Building Permit BLD23-00295	<u>-\$219,199.02</u>
		SUBTOTAL (1) <u>\$0.00</u>
(2)	Sewer Extension Fees	
	Developer constructing onsite sewer main.	<u>\$0.00</u>
(3)	Sewer Connection Fees (per Section 6-5.504 Municipal Code)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>
(4)	Water Extension Fees	
	Developer constructing onsite water main.	<u>\$0.00</u>
(5)	Water Connection Fees (per Section 6-6.05 Municipal Code)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>

SUBTOTAL (2) \$0.00

(6) Drainage Fees (per Sutter County Zone of Benefit No. 6)

Deferred until application for building permits are filed. \$0.00

SUBTOTAL (3) \$0.00

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (1) + SUBTOTAL (2) + SUBTOTAL (3) \$0.00

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

TO BE DETERMINED

EXHIBIT “B”

CERTIFICATE FOR FEE DEDICATION

- A.) OWNER'S NAME AND ADDRESS:
D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION
2260 DOUGLAS BLVD., STE. 110
ROSEVILLE, CA 95661
- B.) PROPERTY BEING DEDICATED:
1. BEING ALL THAT REAL PROPERTY AS SHOWN AS ITEM 1 IN OWNER'S OFFER OF DEDICATION.
- C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

NOTE: THE LOTS ON THIS MAP ARE SUBJECT TO:

1. ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____.
2. ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT _____, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____.
3. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY.
4. THE CITY OF YUBA CITY CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 19-04 APPROVED ON APRIL 28, 2021.
5. SUBJECT TO SUBDIVISION IMPROVEMENT AGREEMENT, RESOLUTION NUMBER _____ RECORDED AS DOCUMENT NO. _____ ON _____.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "HARTER ESTATES SOUTH" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1. 38' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS BLACKBERRY DRIVE, CRANBERRY WAY, RASPBERRY WAY, AND STRAWBERRY DRIVE, AS WELL AS STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS RUTH AVENUE AND VINE AVENUE.
2. EASEMENTS INDICATED AS 12.0' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE
3. PARCELS OF LAND IN FEE, INDICATED ON SAID PLAT AND DESIGNATED AS "LOT A".
4. EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOTS 54-69, DESIGNATED AS "2' WALL EASEMENT"

D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION

BY: BONNIE CHIU TITLE: VICE PRESIDENT

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS
COUNTY OF _____
ON _____ BEFORE ME _____
_____, NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE OF NOTARY _____

NOTARY'S NAME _____

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____ (County)

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2023, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON APRIL 28, 2021.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF SUTTER } SS
CITY OF YUBA CITY

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF YUBA CITY HAS, BY RESOLUTION NO. _____ DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE _____ DAY OF _____, 20_____, APPROVED THE WITHIN MAP OF "HARTER ESTATES SOUTH" IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS ACCEPTED ON BEHALF OF THE PUBLIC ITEM(S) 1, 2, 3 AND 4 SHOWN IN THE OWNER'S OFFER OF DEDICATION.

JACKIE SILLMAN
CITY CLERK, CITY OF YUBA CITY

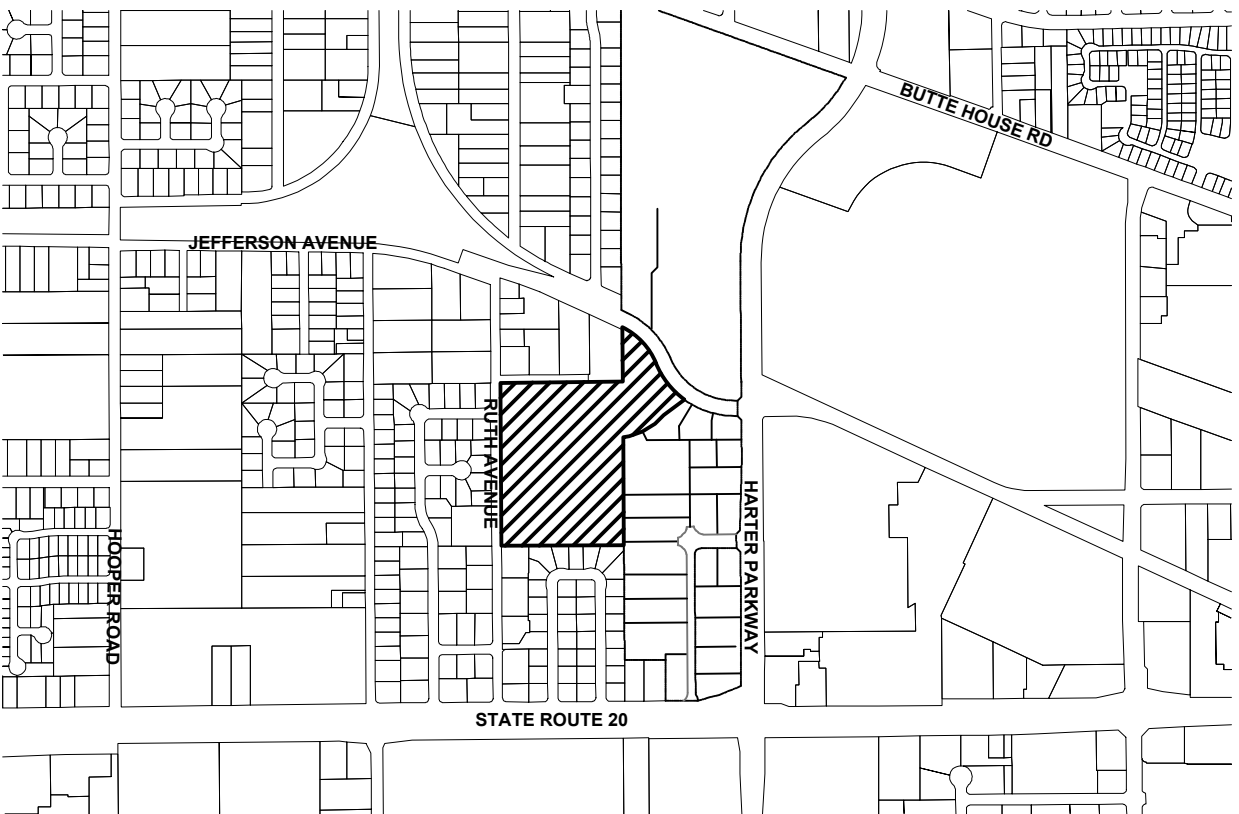
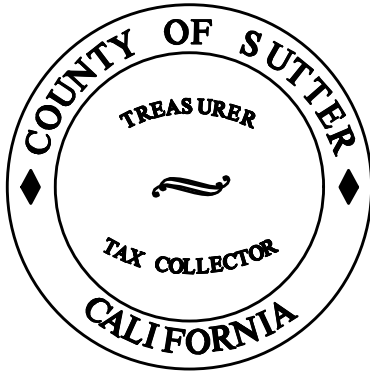
COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS. AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF \$ _____ FOR 2023-2024, WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL NOS. 062-310-014-000

DATE: _____

NICHOLAS F. VALENCIA, TREASURER AND TAX COLLECTOR
COUNTY OF SUTTER, STATE OF CALIFORNIA



VICINITY MAP

NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF D.R. HORTON CA2, INC., A CALIFORNIA CORPORATION, ON JUNE 30, 2023. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN S. MALLEN
P.L.S. 8457
EXPIRES: 12-31-2022



CITY ENGINEER'S STATEMENT

I DO HEREBY CERTIFY THAT THIS MAP HAS BEEN EXAMINED BY ME AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

BENJAMIN K. MOODY
CITY ENGINEER, R.C.E. 72383
EXPIRES: 06-30-24



CITY SURVEYOR'S STATEMENT

I, BENJAMIN K. MOODY, CITY SURVEYOR OF THE CITY OF YUBA CITY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____

BENJAMIN K. MOODY
CITY SURVEYOR P.L.S. 9018
EXPIRES: 9-30-2023



RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2023, AT _____ :M. IN BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

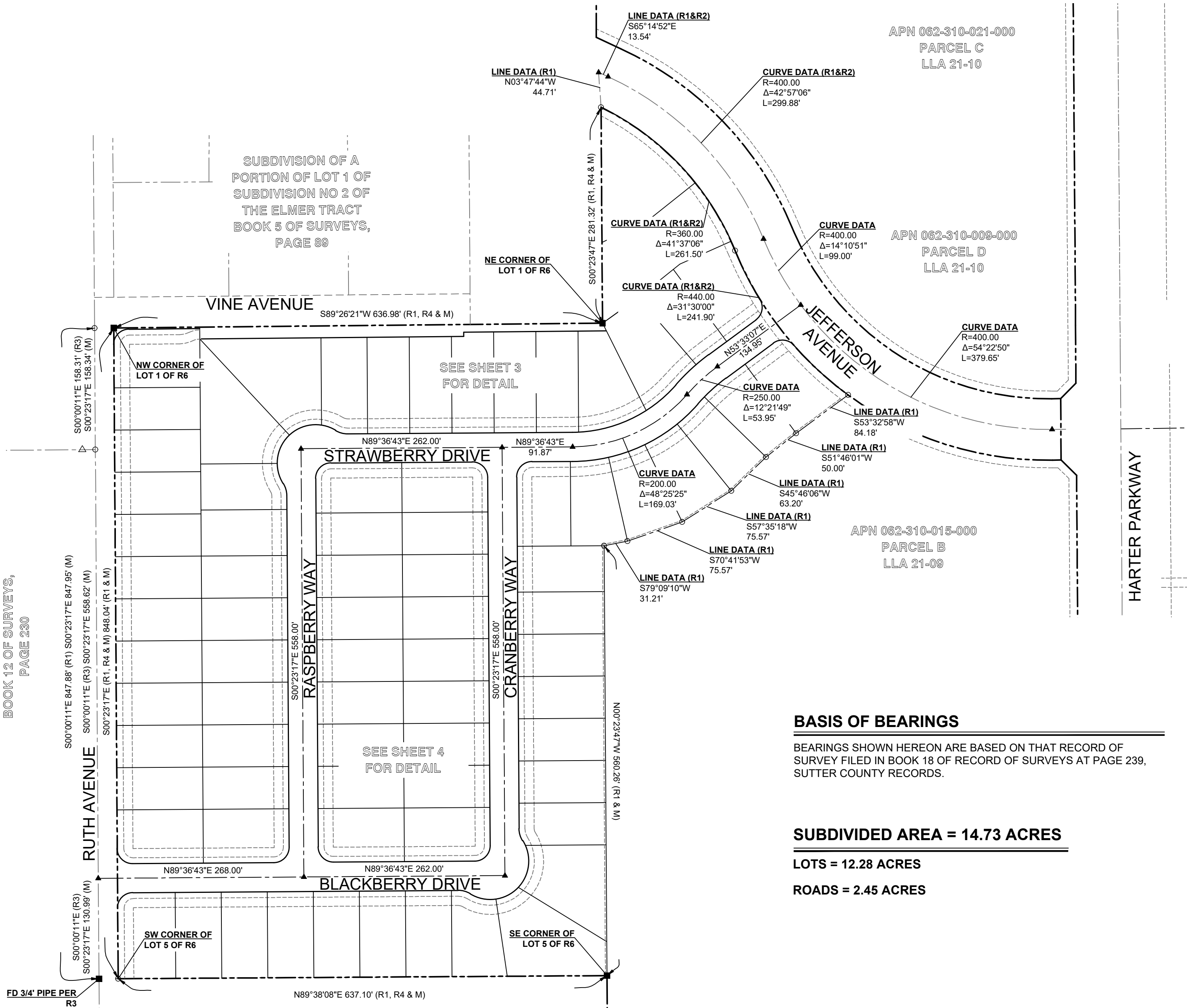
DONNA M. JOHNSTON BY: _____
SUTTER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE PD. _____

HARTER ESTATES SOUTH
CITY OF YUBA CITY

BEING PORTION OF LOTS 1, 4, AND 5 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS, PAGE 43, SUTTER COUNTY RECORDS

COUNTY OF SUTTER JULY 2023
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154 SHEET 1 OF 4



BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF
SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239,
SUTTER COUNTY RECORDS.

SUBDIVIDED AREA = 14.73 ACRES

LOTS = 12.28 ACRES

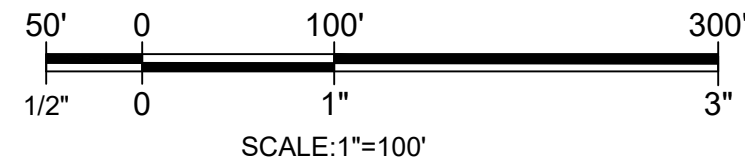
ROADS = 2.45 ACRES

RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21- 09 - DOCUMENT NO. 2021-0023789
(R2) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
(R3) BRYN MAWR ESTATES - UNIT 3, BOOK 12 OF SURVEYS, PAGE 230
(R4) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON
GELDERN ENGINEERING (1985)
(R5) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF
CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL
RECORDS AT PAGE 235, SUTTER COUNTY RECORDS
(R6) MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE
SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH,
RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF
SURVEYS AT PAGE 43

LEGEND

- () EMBRACES RECORD DATA
PUE PUBLIC UTILITY EASEMENT
PSE PUBLIC SERVICE EASEMENT
M MEASURED
S.F. SQUARE FEET
(B.O.B.) BASIS OF BEARINGS
■ FOUND MONUMENT AS SHOWN
● SET 5/8" REBAR W / CAP LS 8457
○ CALCULATED POINT - NOTHING
FOUND OR SET
△ FOUND STANDARD CENTERLINE MONUMENT
▲ SET STANDARD CENTERLINE MONUMENT



HARTER ESTATES SOUTH CITY OF YUBA CITY

BEING PORTION OF LOTS 1, 4, AND 5 AS SHOWN ON THAT CERTAIN MAP
ENTITLED "MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF
OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15
NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN
BOOK 1 OF SURVEYS, PAGE 43, SUTTER COUNTY RECORDS

COUNTY OF SUTTER
CALIFORNIA

PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154

JULY 2023

SHEET 2 OF 4

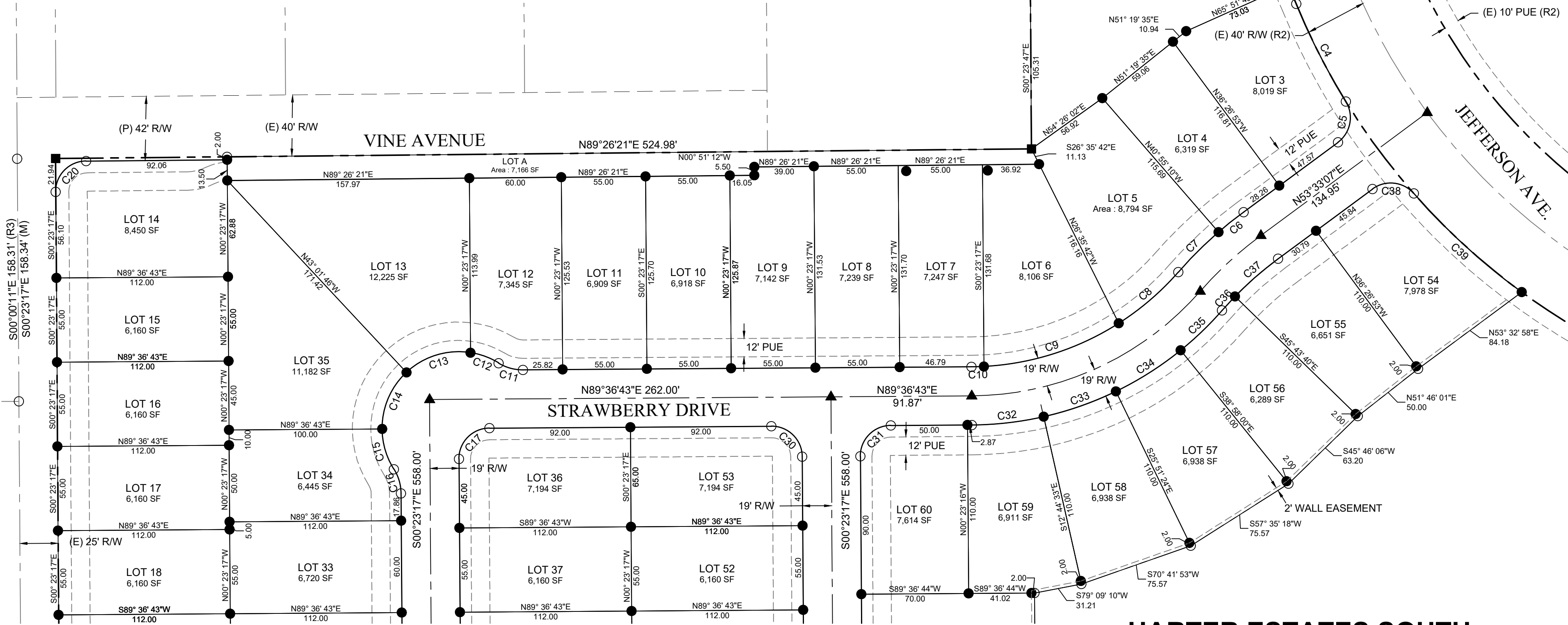
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	158.54	360.00	025°13'57"
C2	89.72	360.00	014°16'48"
C3	13.23	360.00	002°06'19"
C4	71.53	440.00	009°18'50"
C5	29.73	20.00	085°09'42"
C6	21.75	269.00	004°37'58"
C7	37.05	269.00	007°53'32"
C8	51.40	181.00	016°16'20"
C9	93.47	181.00	029°35'12"
C10	8.21	181.00	002°36'01"
C11	16.64	30.00	031°47'17"
C12	19.74	50.00	022°37'10"
C13	45.22	50.00	051°49'06"
C14	41.32	50.00	047°21'01"
C15	27.74	50.00	031°47'17"
C16	16.64	30.00	031°47'18"
C17	31.42	20.00	090°00'00"
C18	31.42	20.00	090°00'00"
C19	31.42	20.00	090°00'00"
C20	31.36	20.00	089°49'38"
C21	31.42	20.00	090°00'00"
C22	31.42	20.00	090°00'00"
C23	16.64	30.00	031°47'18"
C24	34.69	50.00	039°44'50"
C25	33.62	50.00	038°31'16"
C26	58.74	50.00	067°18'25"
C27	6.98	50.00	008°00'05"
C28	16.64	30.00	031°47'18"
C29	31.42	20.00	090°00'00"
C30	31.42	20.00	090°00'00"
C31	31.42	20.00	090°00'00"
C32	47.25	219.00	012°21'41"
C33	50.10	219.00	013°06'27"
C34	50.11	219.00	013°06'35"
C35	37.63	219.00	009°50'42"
C36	12.43	231.00	003°05'02"
C37	37.41	231.00	009°16'47"
C38	29.71	20.00	085°06'41"
C39	95.68	440.00	012°27'34"

RECORD REFERENCES

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- (R2) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
- (R3) BRYN MAWR ESTATES - UNIT 3, BOOK 12 OF SURVEYS, PAGE 230
- (R4) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)
- (R5) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL RECORDS AT PAGE 235, SUTTER COUNTY RECORDS
- (R6) MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS AT PAGE 43

LEGEND

- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- S.F. SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- FOUND MONUMENT AS SHOWN
- SET 5/8" REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT



BASIS OF BEARINGS

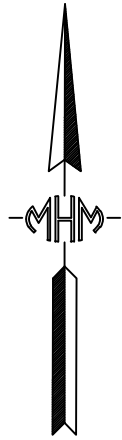
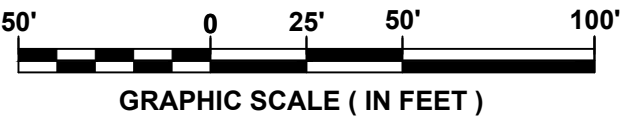
BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239, SUTTER COUNTY RECORDS.

SUBDIVIDED AREA = 14.73 ACRES

LOTS = 12.28 ACRES

ROADS = 2.45 ACRES

SEE SHEET 4



HARTER ESTATES SOUTH
CITY OF YUBA CITY

BEING PORTION OF LOTS 1, 4, AND 5 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS, PAGE 43, SUTTER COUNTY RECORDS

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154
JULY 2023
SHEET 3 OF 4

SEE SHEET 3



RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21- 09 - DOCUMENT NO. 2021-0023789
(R2) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
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(R4) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)
(R5) RIGHT OF WAY OF A PARCEL OF LAND DEEDED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 12, 1963 IN BOOK 634 OFFICIAL RECORDS AT PAGE 235, SUTTER COUNTY RECORDS
(R6) MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS AT PAGE 43

LEGEND

- () EMBRACES RECORD DATA
PUE PUBLIC UTILITY EASEMENT
PSE PUBLIC SERVICE EASEMENT
M MEASURED
S.F. SQUARE FEET
(B.O.B.) BASIS OF BEARINGS
■ FOUND MONUMENT AS SHOWN
● SET 5/8" REBAR W / CAP LS 8457
○ CALCULATED POINT - NOTHING FOUND OR SET
△ FOUND STANDARD CENTERLINE MONUMENT
▲ SET STANDARD CENTERLINE MONUMENT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C18	31.42	20.00	090°00'00"
C19	31.42	20.00	090°00'00"
C20	31.36	20.00	089°49'38"
C21	31.42	20.00	090°00'00"
C22	31.42	20.00	090°00'00"
C23	16.64	30.00	031°47'18"
C24	34.69	50.00	039°44'50"
C25	33.62	50.00	038°31'16"
C26	58.74	50.00	067°18'25"
C27	6.98	50.00	008°00'05"
C28	16.64	30.00	031°47'18"
C29	31.42	20.00	090°00'00"
C30	31.42	20.00	090°00'00"
C31	31.42	20.00	090°00'00"
C32	47.25	219.00	012°21'41"
C33	50.10	219.00	013°06'27"
C34	50.11	219.00	013°06'35"
C35	37.63	219.00	009°50'42"
C36	12.43	231.00	003°05'02"
C37	37.41	231.00	009°16'47"
C38	29.71	20.00	085°06'41"
C39	95.68	440.00	012°27'34"

HARTER ESTATES SOUTH
CITY OF YUBA CITY

BEING PORTION OF LOTS 1, 4, AND 5 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SOUTH 51.51 ACRES OF THE WEST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, MT. DIABLO BASE AND MERIDIAN", FILED IN BOOK 1 OF SURVEYS, PAGE 43 , SUTTER COUNTY RECORDS

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21154
JULY 2023
SHEET 4 OF 4

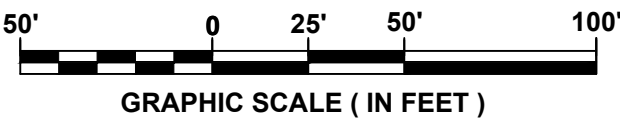
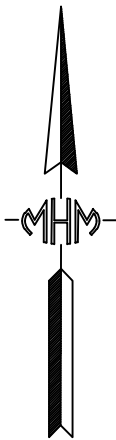
BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239, SUTTER COUNTY RECORDS.

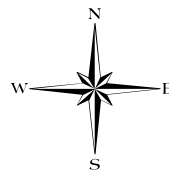
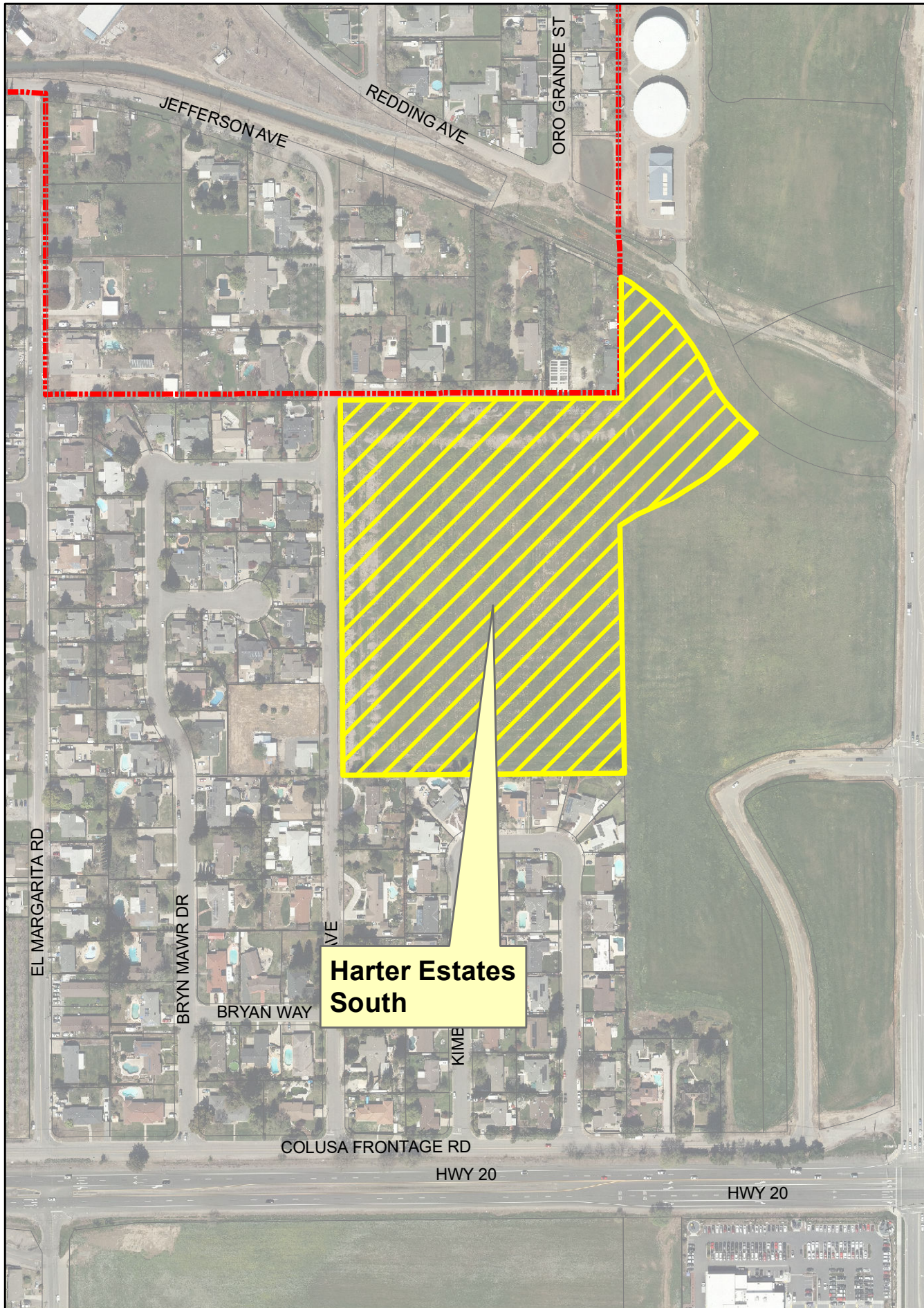
SUBDIVIDED AREA = 14.73 ACRES

LOTS = 12.28 ACRES

ROADS = 2.45 ACRES



ATTACHMENT 2



Location Map: Harter Estates South
Tentative Subdivision Map 19-04

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Bill Williams, Police Sergeant

Summary

Subject: Street Racing Ordinance
Recommendation: Introduce an Ordinance of the City Council of the City of Yuba City further regulating unpermitted motor vehicle racing, exhibitions of speed, and side shows, by authorizing forfeiture and, when applicable, equitable sharing, by amending Section 4-8.407, Article 4, Chapter 8, of Title 4 of the Yuba City Municipal Code by title only and waive the first reading
Fiscal Impact: No fiscal impact, but potential revenue generated from issued citations and/or vehicle forfeitures.

Purpose:

To update the Yuba City Municipal Code to discourage illegal motor vehicle speed contests, exhibitions of speed, side shows, and the presence of spectators by declaring such activities as a nuisance and providing for civil forfeiture of vehicles used in furtherance of these illegal activities in an effort to improve the quality of life and safety of the citizens of the City of Yuba City.

Council's Strategic Goal:

Public Safety and Quality of Life.

Background:

Since February of 2021, there have been no less than 17 calls for service involving street racing and side show events in the City of Yuba City. These events have drawn hundreds of spectators, to include teenagers and small juveniles, and placed them in close proximity to subjects engaged in reckless driving. These calls for service have included crimes such as vehicle pursuits, reckless driving, hit and run collisions, and vandalism. These incidents have resulted in multiple arrests, but more importantly, citizens have been injured as a result of collisions involving participants engaged in reckless driving and/or evading police. In April of 2023, a Yuba City Police Officer was surrounded by a large group of street racing/side show participants. The officer was trying to assist another officer who was involved in a vehicle pursuit after observing the vehicle driving recklessly in an intersection. The group prevented the officer from assisting in the pursuit and significantly damaged the police vehicle. The Yuba City Police Department has tried to address the issue by partnering with local, out of area, and state law enforcement agencies to address the issues surrounding street racing and side show events by utilizing the current City ordinance and state laws, but the problem persists.

While the current Yuba City Municipal Code does regulate “motor vehicle races” within the City, it does not have the latest enforcement mechanisms to address side show events and associated spectators and participants, which inhibits enforcement efforts. To address the negative impacts to the quality of life and safety of Yuba City citizens caused by motor vehicle races and sideshows, the Yuba City Police Department Staff are proposing an updated ordinance for Council consideration.

Analysis:

The draft ordinance would update the Municipal Code to reflect the following:

- Add definitions for preparations, side show, and spectator;
- Define unlawful conduct prohibited by the section and identify such conduct a nuisance;
- Identify vehicles used in furtherance of violation as a nuisance that may be impounded, and may be subject to forfeiture;
- Identify penalties for violations, which include administrative citations;
- Provides for recovery of enforcement costs, including attorney’s fees and other associated costs; and
- Allows for the impoundment and forfeiture of nuisance vehicles, including an associated appeals process.

Fiscal Impact:

No fiscal impact, but potential revenue generated from issued citations and/or vehicle forfeitures.

Alternatives:

The Council may choose to take no action, which will leave the current regulation in effect.

Recommendations:

Introduce an ordinance of the City Council of the City of Yuba City further regulating unpermitted motor vehicle racing, exhibitions of speed, and side shows, by authorizing forfeiture and, when applicable, equitable sharing, by amending Section 4-8.407, Article 4, Chapter 8, of Title 4 of the Yuba City Municipal Code by title only and waive the first reading.

Attachments:

Draft of amended City of Yuba City ordinance, Section 4-8.407 (Motor Vehicle Racing), Article 4, Chapter 8, of Title 4

Attachments:

1. Attachment 1-Street Racing Ordinance

Prepared By:
Bill Williams
Police Sergeant

Submitted By:
Diana Langley
City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY FURTHER REGULATING UNPERMITTED MOTOR VEHICLE RACING, EXHIBITIONS OF SPEED, AND SIDE SHOWS, BY AUTHORIZING CIVIL FORFEITURE AND, WHEN APPLICABLE, EQUITABLE SHARING, BY AMENDING SECTION 4-8.407, ARTICLE 4, CHAPTER 8, TITLE 4 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City of Yuba City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the city, Cal. Const. Art. XI, section 7; and

WHEREAS, the City Council of the City of Yuba City finds that certain conditions constitute a public nuisance and are a threat to the public peace, safety, and welfare of the City; and

WHEREAS, pursuant to California Vehicle Code section 23109, motor vehicle speed contests and exhibitions of speed on public streets and highways, more commonly known as “street races” or “drag races,” are illegal; and

WHEREAS, the City has numerous areas where the local streets and highways provide ideal conditions for these illegal motor vehicle speed contests and exhibitions of speed that attracts these illegal activities; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed on the streets and highways in the City have become a broad community problem that threatens public peace, health and safety, creates a public nuisance, and interferes with the right of private businesses and property owners to enjoy the use of their property in the City; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed attract hundreds of juveniles and adults from all areas within the region on a regular basis to participate or to be a spectator at these events; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed create a dangerous environment, with traffic congestion and risk of serious injury or death for pedestrians, bystanders, and vehicular traffic on local streets and highways in the City; and

WHEREAS, the City Council previously considered and adopted Ordinance no. 010-20, which enacted Section 4-8.407, Article 4, Chapter 8, Title 4 of the Yuba City Municipal Code, making it unlawful for any person to operate, conduct, maintain, promote, or participate or engage in any motor vehicle race within the City, unless otherwise permitted; and

WHEREAS, illegal motor vehicle speed contests and exhibitions of speed also create an environment that encourages spectators and encourages people to engage in automobile performance demonstrations and other activities known as “side shows,” by both adults and minors and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows provide a location for possession, sale, and consumption of narcotics, illegal drugs, and alcohol; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows provide a location for criminal street gangs to loiter, with intent to publicize street gang's control over territory, intimidate nonmembers, conceal ongoing commerce in narcotics, illegal drugs, alcohol, or other unlawful activity, all in an effort to lead participants to believe the gang was trying to establish control/dominance of a public area; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows attract other criminal activity, including but not limited to juvenile curfew violations, littering, drinking in public, urinating in public, fights and disturbances, trespassing, graffiti, and vandalism; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows have caused or contributed to traffic collisions, with personal injuries to participants, spectators, and innocent bystanders, including minors; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows are planned and coordinated by participants and spectators through the use of the internet, cell phones, police scanners, and other electronic devices that allows them to move in their vehicles spontaneously from one location to another in an attempt to avoid detection and prosecution by law enforcement agencies; and

WHEREAS, illegal motor vehicle speed contests, exhibitions of speed, and side shows continue to occur despite asserted efforts of law enforcement to detect and prevent these illegal activities through enforcement of existing traffic laws; and

WHEREAS, the mere presence of spectators at illegal motor vehicle speed contests and exhibitions of speed serves to fuel reoccurrence of illegal vehicle speed contests and exhibitions of speed and, thereby, creates an environment for these illegal activities as well as other illegal activities that place at risk the health, safety, and welfare of the public; and

WHEREAS, by discouraging spectators at illegal motor vehicle speed contests and exhibitions of speed, the act of organizing and participating in these illegal activities will be discouraged; and

WHEREAS, by authorizing the use of civil forfeiture and, when available, equitable sharing, by the Yuba City Police Department to confiscate, impound, and pursue forfeiture of vehicles involved in illegal motor vehicle speed contests and exhibitions of speed, the act of organizing and participating in these illegal activities will be discouraged; and

WHEREAS, the City seeks to promote the City's interest in protecting and preserving the safety of pedestrians and motorists in, about, or upon public streets and highways, and the public right of way generally, so as to minimize any dangerous conditions caused by illegal motor vehicle speed contests, exhibitions of speed, and side shows, and to curb criminal or other dangerous activity that poses a risk to the public's health, safety, welfare; and

WHEREAS, the City Council now desires to amend the Municipal Code by adopting an ordinance to further regulate speed contests, exhibitions of speed, and side shows, by authorizing civil forfeiture, and where available, equitable sharing consistent with SB 443.

NOW THEREFORE, the City Council of the City of Yuba City does hereby ordain as follows:

SECTION 1. The above recitals are incorporated are hereby by reference.

SECTION 2. Section 4-8.407, Article 4, Chapter 8, Title 4 of the Yuba City Municipal Code is amended in its entirety to read as follows:

Sec. 4-8.407. - Motor vehicle speed contests, exhibitions of speed, and sideshows.

(a) *Findings and purpose.* The streets within the City have been the site of continuing and escalating illegal street races, exhibitions of speed, and automobile performance demonstrations and other activities known as “side shows” over the past several years despite asserted efforts of law enforcement agencies to prevent and otherwise abate these illegal activities through the enforcement of existing traffic laws and the City’s code. Such illegal motor vehicle speed contests, exhibitions of speed, and side shows constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City. Illegal motor vehicle speed contests, exhibitions of speed, and side shows are fueled by the presence of spectators and create an environment in which these, as well as other, illegal activities can flourish.

Additionally, illegal motor vehicle speed contests, exhibitions of speed, and side shows cause considerable damage to streets and other property in the City, often requiring expenditure of public funds to make necessary repairs.

Therefore, the intent and purpose of this section is to discourage illegal motor vehicle speed contests, exhibitions of speed, side shows, and the presence of spectators by declaring such activities, and the instruments for carrying them out, as nuisances. This chapter targets a very clear and limited population and gives prior notice to residents and visitors as to what activities are lawful and what activities are unlawful. In discouraging spectators, the act of organizing and participating in illegal street races, exhibitions of speed, and sideshows, will be discouraged. In authorizing seizure and civil forfeiture of vehicles used in motor vehicle speed contests, exhibitions of speed, and sideshows, the act of organizing and participating in illegal streets races, exhibitions of speed, and sideshows, will be discouraged.

This ordinance is not intended to preempt state law governing the regulation of speed contests, exhibitions of speed, or side shows, but rather compliment such laws by prohibiting spectators at such events, and providing for civil forfeiture of vehicles used in furtherance of these illegal activities.

(b) *Definitions.* For purposes of this chapter, the following definitions shall apply, except where the context clearly indicates a different meaning:

"Motor vehicle" shall have the same definition as Section 670 of the California Vehicle Code, and shall include, without limitation, any automobile, racing car, motorcycle, motorized

scooter, or other self-propelled vehicle, whether or not the same is licensed by the State to operate on public streets.

"Motor vehicle speed contest" shall have the same definition as Section 23109(a) of the California Vehicle Code, and shall include any race, speed, or other contest involving one or more motor vehicles, or in which a motor vehicle is timed for operation over a measured distance, and includes exhibitions of speed.

"Preparations" means those preparations for the illegal motor vehicle speed contest or exhibition of speed, including, but not limited to, situations in which:

1. A group of vehicles or individuals has arrived at a location for the purpose of participating in or being spectators at the event;
2. A group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the events;
3. A group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in or being a spectator at the event;
4. One or more individuals has impeded the free public use of a public street or highway by actions, words, or physical barriers for the purpose of conducting the event;
5. Two or more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed;
6. One or more drivers is revving his or her engine or spinning his or her tires in preparation for the event; or
7. An individual is stationed at or near one or more motor vehicles serving as a race starter.

"Side show" shall have the same definition as Section 23109(i), and shall include any motor vehicle performance demonstration that is not otherwise a motor vehicle race.

"Spectator" means any individual who is present at an illegal motor vehicle speed contest, exhibition of speed, or sideshow, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. The term "spectator" includes any individual at the location of the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means.

(c) *Unlawful conduct prohibited; nuisance declared.* It is unlawful for any person to operate, conduct, maintain, promote, participate, engage in, or be a spectator at any motor vehicle speed contest or side show within the City, unless such activity is expressly allowed by City permit or occurs in a facility permitted for such activity. Such conduct constitutes and may be prosecuted as a misdemeanor for criminal enforcement purposes.

(d) *Vehicles in furtherance of violation; nuisance declared.* Any motor vehicle used in furtherance of a motor vehicle speed contest or side show is declared to be a nuisance. Any motor vehicle present during preparations for a motor vehicle speed contest or side show intended for use in such an event is declared to be a nuisance. Declaration of this nuisance is made in accordance with the authority granted to the City in California Government Code Section 38771, and as amended from time to time.

(e) *Violations; administrative citation*

1. Any person who participates in a motor vehicle speed contest or side show on a public street, highway, or property, or on private property open to the general public without the consent of the owner, operator, or agent thereof, violates this section.

2. Any person who is knowingly present as a spectator of a vehicle speed contest or side show on a public street, highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof during such event, or when and where preparations are being made for such events, violates this section.

3. Law enforcement shall also have the authority to issue an administrative citation for any violation of this section.

4. An individual is present at the illegal motor vehicle speed contest or sideshow, or during preparations therefore, if that individual is within 500 feet of the location of the event, or within 500 feet of the location where preparations are being made for the event, with the intent to take part therein or otherwise be a spectator therefor.

5. Nothing in this Section prohibits law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or sideshows in the course of their official duties.

(f) *Violations; nuisance abatement; nonexclusive remedy.* Any violation of this section constitutes a nuisance subject to abatement in accordance with this Chapter, or pursuant to any other administrative, civil, and/or criminal remedy the City may elect. Enforcement under this Chapter is not the exclusive remedy or penalty for violations, but rather supplements and is in addition to any other applicable local, state, or federal law.

(g) *Enforcement costs; attorney's fees.* In any action to abate a nuisance under this section, if the City is the prevailing party in any administrative, civil, and/or criminal action, it will seek recovery of enforcement costs, including attorney's fees and costs, as permitted by law.

(h) *Impounding and forfeiture of nuisance vehicles.* A motor vehicle used in connection with a violation of this section is declared as a nuisance, may be impounded, and may be subject to forfeiture as set forth in this Section.

(i) *Impound Procedure.* The Chief of Police or their designee shall adopt or promulgate procedures for any impound of a motor vehicle carried out under this Section. Such procedures shall include provisions for the holding of motor vehicles impounded pursuant to this section and held as evidence in any proceeding brought by the City Attorney or District Attorney.

(j) *Forfeiture; notice of intended forfeiture of motor vehicle.*

(1) The Chief of Police or their designee may make a determination of whether a motor vehicle impounded pursuant to this section shall be subject to forfeiture as a nuisance abatement measure. Such a determination shall be made in writing and based upon articulable factual circumstances demonstrating that not forfeiting the impounded vehicle is reasonably likely to cause or contribute to a future violation of this section. All police department reporting made in connection with the initial impound of the subject motor vehicle shall be prima facie evidence to support the impound, however, the Chief of Police or their designee shall bear the initial burden of demonstrating the factual basis for forfeiture.

(2) Written notice of the determination of intended forfeiture shall be served on the registered owner(s), the operator or person with apparent custody of the motor vehicle at the time of impound, and any lien holder for the motor vehicle. Written notice shall be by certified mail, return receipt requested, and shall be effective upon deposit in the mail. If a recipient refuses delivery, refuses return receipt, or is intentionally not otherwise available, service may be accomplished by personal service, with the costs of such personal service to be charged to the party avoiding service, which shall be payable to the City immediately, and in any event, no later than the due date for submission of a timely appeal, regardless of whether an appeal is requested. Any cost for personal service still owing and due thereafter shall be a debt owed to the City, subject to collection under this code or other law for the collection of debts.

(k) *Appeal of forfeiture determination.* Any recipient of the notice of determination from the Chief of Police or their designee may appeal the determination by submitting a request for appeal in writing, along with an appeal fee as set by the City's fee schedule, to the City Clerk, within 10 days of the date of notice of determination. If the appeal and appeal fee are not received within the appeal period, any potentially appealing party will be deemed to have failed to exhaust their administrative remedies, and the determination of the Chief of Police shall become a final administrative determination and order for forfeiture. Appeals must include detailed factual information as to why the determination of intended forfeiture was incorrectly reached.

(l) *Appeal; independent hearing officer.*

(1) If a timely appeal and fee are presented, an appeal hearing shall be scheduled before an independent hearing officer within 30 days of the date the timely appeal and fee are received by the City. The appeal period may be extended by mutual written agreement.

(2) The hearing officer shall consider all documents relied upon by the Chief of Police or their designee in reaching the determination of intended forfeiture, the notice of intended forfeiture, any timely appeal(s), and any additional information or testimony provided at the appeal hearing. At least 5 days prior to the appeal hearing, the appealing party shall be provided with a copy of all written information provided to the hearing officer.

(3) The appealing party shall have the opportunity to present additional documents and witnesses and evidence in support of their appeal. If presenting additional documents and evidence, the appealing party must provide a copy to the hearing officer and to the Chief of Police or their designee.

(4) An appealing party may elect to have legal counsel present to assist with presentation of the appeal. Any failure by any appealing party to have legal counsel present shall constitute a waiver of any right to legal counsel, if any.

(5) The Chief of Police or their designee may have an attorney from the City Attorney's office present to assist with opposing the appeal.

(6) The appeal hearing shall be informal and will not be subject to the formal rules of evidence. The hearing officer shall not have the power to consider any motion made pursuant to Evidence Code section 1043, et seq.

(7) The hearing may be recorded. Anyone requesting a copy of the recording shall bear their own costs for the copy requested. Any appealing party may provide a certified shorthand reporter at the appeal hearing at their own cost for purposes of creating a transcript of the appeal hearing. Anyone requesting a transcript of proceedings prepared by a certified shorthand reporter shall bear their own costs.

(8) The hearing officer may continue the hearing and request additional information from either party prior to issuing a written decision.

(9) After considering all of the evidence and testimony submitted during the appeal hearing, the hearing officer shall issue a written decision and determination within 10 days of the hearing to uphold or deny the determination of intended forfeiture. The written decision of the hearing officer shall include the reasoning and factual basis for the decision and shall be final upon issuance.

(a) If the hearing officer upholds the determination of intended forfeiture, the Chief of Police or their designee may proceed with any of the forfeiture methods provided in this section.

(b) If the hearing officer overturns the determination of intended forfeiture, the subject motor vehicle shall not be forfeited, and the appealing party may contact the Police Department to arrange for release of impounded motor vehicle. Any successful appeal does not relieve the appealing party from payment of all fees, fines, costs, and penalties that may be associated with the motor vehicle impound. The successful appealing party shall be entitled to a refund of the appeal fee. A successful appeal does not constitute a finding that the appealing party was a prevailing party for purposes of recovery of attorney's fees and costs.

(m) *Administrative forfeiture.* If no timely appeal and appeal fee are received, the Chief of Police or their designee shall provide a notice of administrative forfeiture for the subject motor vehicle by certified mail within 10 days after the appeal period. The notice of administrative forfeiture shall provide all relevant information for the subject motor vehicle to effectuate a change in ownership under current California Department of Motor Vehicles regulations. A notarized copy of the notice of administrative forfeiture under this section shall be deemed good and sufficient evidence of title to the forfeited vehicle in favor of the City.

(m) *Appeal of hearing officer determination.* Any party to an appeal hearing may appeal the decision of the hearing officer in accordance with Government Code section 53069.4. The prevailing party in any such appeal shall be the prevailing party for purposes of recovery of attorney's fees and costs.

(n) *Payment of fines, fees, penalties, and charges.* All towing and storage charges, fines, fees, penalties, and/or any other administrative costs authorized pursuant to California Vehicle Code section 22850.5 and this code, must be paid, regardless of appeal outcome, unless otherwise excused, waived, or released by the city.

(o) *Motor vehicle title vesting in the city.* All right, title, and interest in the subject motor vehicle shall vest in the City upon the expiration of the time to appeal if a timely appeal and appeal fee are not received; upon expiration of the time set forth in California Government Code section 53069.4 or upon expiration of the time set forth in California Code of Civil Procedure section 1094.6 for any decision made by the hearing officer on a timely appeal.

(p) *Sale of forfeited vehicle after final determination of forfeiture.* Any motor vehicle for which a final determination of forfeiture has been made pursuant to this section or court order may be sold.

(q) *Disposition of low-value vehicles.* If the Chief of Police or designee determines that a motor vehicle subject to a final determination of forfeiture is of so little value that it cannot be readily sold to the public generally, the vehicle may instead be conveyed to a licensed dismantler or donated to a reputable charitable organization. License plates shall be removed from any motor vehicle conveyed to a dismantler pursuant to this Section.

(r) *Distribution of sale proceeds.*

(1) The proceeds of a sale of a forfeited motor vehicle shall be disposed of in the following priority:

(A) To satisfy the towing, storage and administrative costs following impoundment, the costs of providing notice required in this section, the costs of sale, and the unfunded costs of judicial proceedings, if any; then

(B) To satisfy City legal expenditures, made or incurred by the City Attorney's Office in connection with the enforcement of this section, including, but not limited to, costs for investigation, litigation, and notices resulting from enforcement of this section; then

(C) To local law enforcement for all expenditures, other than personnel costs, made or incurred in connection with enforcement of this section, including, but not limited to, costs for equipment, investigation, and supplies related to enforcement; provided, however, that any overtime costs incurred by local law enforcement resulting from such enforcement of this section will be reimbursed to the corresponding City account; then

(D) To the City for all expenditures incurred by the Public Works Department for the necessary repairs to any public streets or intersections damaged as a result of the activities proscribed by this Section; then

(E) Upon satisfactory proof to the Director of Finance, to the legal owner or primary lien holder in an amount to satisfy the indebtedness owed and remaining as of the date of sale, excluding any accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment; then

(F) to the City's general fund.

(s) *Destruction of forfeited motor vehicles.* A vehicle may be destroyed only if the condition of the vehicle warrants destruction and there are no lien holders or claimants who did not know that the vehicle was used for a purpose that constitutes a violation of this Section.

(t) *Prohibition of transfer of forfeited motor vehicles to specified parties.* A forfeited vehicle shall not be sold to any person who has violated this Section in the past 5 years or their immediate household. Any person who knowingly facilitates any kind of transfer of right, title, or possession of a motor vehicle forfeited under this Section to any person who has violated this section in the past 5 years or their immediate household is guilty of a misdemeanor.

(u) *Accounting of sale proceeds.* The Police Department shall maintain records of all proceeds of sales of forfeited motor vehicles under this Section according to the City records retention policy in effect at the time of the sale.

(v) *Stolen vehicles.* The forfeiture provisions of this Section shall not apply to impounded motor vehicles that had been reported stolen prior to the date of impound.

(w) *Equitable sharing.* Noting in this Section precludes the use of equitable sharing in accordance with SB 443, as applicable.

SECTION 3: SEVERABILITY. If any article, section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance. The Council hereby declares that it would have adopted this ordinance and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4: EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the ____ day of April, 2023, and passed and adopted at a regular meeting held on the ____ day of ____, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Kirchner, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Barry Elementary School Waterline Extension Project (Award Construction Contract)

Recommendation: Adopt a Resolution which takes the following actions:

- A. Reject Newland Entities, Inc.' bid as non-responsive
- B. Award a construction contract to West Valley Construction in the amount of \$3,799,005.00, subject to State approval of an amended funding agreement
- C. Award a professional services agreement for construction management and inspection services to MHM, Inc. in the amount of \$211,623.60, subject to State approval of an amended funding agreement
- D. Award a professional services agreement for labor compliance services to the Solis Group in the amount of \$18,760.00, subject to State approval of an amended funding agreement
- E. Authorize the Finance Director to make the necessary supplemental appropriations

Fiscal Impact: \$4,637,229.85 – CIP Account No. 1258 (Barry School Water Transmission Line)

\$3,799,005.00 - Contract Award Amount
\$569,850.75 - (15%) Construction Contingency
\$268,374.10 - (7.06%) Construction Management

Purpose:

To facilitate the construction of the Barry School Waterline Extension Project to provide water service to Barry Elementary School.

Council's Strategic Goal:

This project addresses City Council's Strategic Goal of improving the City's Infrastructure.

Background:

On June 2, 2015 Council approved providing water service to Barry Elementary School in response to Barry School's request after it had received a notice of non-compliance for drinking water from the California Department of Public Health. On September 1, 2015, Council authorized the City Manager to sign a financial assistance application for a financing agreement with the State Water Resources Control Board (State) for the planning and design of the Barry Elementary School Waterline Extension Project. On September 20, 2022, the City entered into the Funding Agreement (agreement) with the State. The agreement provides principal forgiveness for all costs encumbered through planning, design, and construction of the project.

This project proposes the construction of approximately 12,580 LF of new City waterlines to extend water services to Barry Elementary School.

Analysis:

Construction Contract:

The Barry Elementary School Waterline Extension Project was advertised for bids beginning June 1, 2023. Plans and specifications were posted on publicpurchase.com and provided to local builder/contractor exchanges. On July 5, 2023, six (6) bids were received and opened by the City Clerk. A list of the bids received and the Engineer's Estimate are shown below.

<u>Company</u>	<u>Total Bid</u>
Newland Entities, Inc.	\$3,510,040.00
West Valley Construction	\$3,799,005.00
Terracon Constructors, Inc.	\$4,186,531.00
Lund Construction, Co.	\$4,219,089.00
ARB, Inc.	\$4,359,850.00
North Star Construction	\$5,134,570.00

<i>Engineer's Estimate</i>	<i>\$4,385,628.00</i>
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Newland Entities, Inc. (Newland) is the apparent low bidder. However, upon review of Newland's bid package, staff observed the following irregularity:

- Disadvantaged Business Enterprise (DBE) solicitation requirements of the State funding agreement were not met prior to the project's bid opening.

Due to the above irregularity, staff finds Newland's bid non-responsive. It is in the City's best interest to award the construction contract to the next low bidder, West Valley Construction (West Valley), who is the low responsive, responsible bidder. Staff has reviewed West Valley's bid package and found no errors or irregularities. Additionally, West Valley's bid complies with the City's bid specifications and State requirements.

Construction Management and Inspection:

The Barry Elementary School Waterline Extension Project construction includes the installation of approximately 6,160 linear feet (LF) of 3-inch water service pipe, 3,080 LF of 14-inch watermain, 3,470 LF of 12-inch watermain, and 7,720 square feet (sqft) of asphalt paving. A project of this magnitude requires significant construction management and inspection staffing to oversee the construction process, assure that City, State, and Federal standards are adhered to, and to represent the City

against potential construction claims. The construction management and inspection needs of this project exceed City staffing levels, especially considering all of the other planned capital improvement, development projects, and encroachment permits.

On May 17, 2023, staff requested a proposal from MHM, Inc. (MHM) to provide construction management and inspection services for the Barry School Waterline Extension Project. On May 22, 2023, MHM submitted their proposal for review. MHM is highly qualified and has intimate knowledge of the project as the City's design engineer and is thus extremely familiar with the City's water infrastructure, and standards. Additionally, MHM has been the selected consultant through the traditional request for proposal process in the past, and billing rates are competitive with the industry.

Staff recommends entering into a Professional Services Agreement with MHM in the amount of \$211,623.60 which includes a 20% contingency to account for potential extra work due to time-sensitive work requiring overtime. The City will be billed for actual costs.

Contract administration will be performed by Public Works Department staff. Staff recommends contracting with the City's approved professional labor compliance consultant, The Solis Group (Solis), for said services.

Project construction is expected to begin in Fall 2023/Winter 2024, weather permitting, and continue through at least the Spring of 2024.

Fiscal Impact:

The estimated total project cost is approximately \$4,637,229.85 which consists of the following components:

Construction Contract	\$3,799,005.00
Construction Contingency (15%)	\$569,850.75
Construction Management / Inspection (5.57%)	\$211,623.60
Labor Compliance (0.49%)	\$18,760.00
City Administration (1%)	\$37,990.50
Total	\$4,637,229.85

Staff recommends a 15% construction contingency to account for unforeseen construction conditions arising from the complicated nature of performing underground horizontal directional drilling to install 3-inch water service pipe.

The current funding agreement with the State is for a total project cost of \$2,380,000.00. Staff has submitted a request to amend the funding agreement based on the costs outlined above. The State has advised that the amendment will take approximately 120 days to process and that Council award of the construction contract is necessary to process the amendment. Full principal forgiveness will be included with the amended funding agreement.

The construction and consultant contracts associated with this project will not be executed until the amended funding agreement is approved by the State.

Staff is requesting authorization for the City Finance Department to make the necessary budget updates to fund CIP Account No. 1258 (Barry School Water Transmission Line) to the total estimated project cost of \$4,637,229.85 in accordance with the amended funding agreement.

Environmental:

In August 2016 Council approved the project environmental Initial Study/Mitigated Negative Declaration which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA). There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA.

Alternatives:

Reject all bids and either re-advertise the project or delay/cancel the project. This may jeopardize State Revolving Fund funding.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Reject Newland Entities' bid as non-responsive.
- B. Award a construction contract to West Valley Construction in the amount of \$3,799,005.00, subject to State approval of an amended funding agreement.
- C. Award a professional services agreement for construction management and inspection services to MHM, Inc. in the amount of \$211,623.60, subject to State approval of an amended funding agreement.
- D. Award a professional services agreement for labor compliance services to the Solis Group in the amount of \$18,760.00, subject to State approval of an amended funding agreement.
- E. Authorize the Finance Director to make the necessary supplemental appropriations.

Attachments:

- 1. Resolution - Barry Waterline Award
- 2. Exhibit A - 15-06 Barry School Award Contract
- 3. Exhibit B - (Draft) Professional Services Agreement - MHM

Prepared By:
Nick Menezes
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A CONSTRUCTION CONTRACT TO WEST VALLEY CONSTRUCTION IN THE AMOUNT OF THEIR TOTAL BID \$3,799,005.00, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO MHM, INC. IN THE AMOUNT OF \$211,623.60, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR LABOR COMPLIANCE SERVICES TO THE SOLIS GROUP IN THE AMOUNT OF \$18,760.00, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY SUPPLEMENTAL APPROPRIATIONS (BARRY ELEMENTARY SCHOOL WATERLINE EXTENSION PROJECT (15-06))

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Barry Elementary School Waterline Extension Project (Project); and

WHEREAS, in response to the advertisement, the City received six (6) bids for the Project in the following bid amounts:

Newland Entities, Inc.	\$3,510,040.00
West Valley Construction	\$3,799,005.00
Terracon Constructors, Inc.	\$4,186,531.00
Lund Construction, Co.	\$4,219,089.00
ARB, Inc.	\$4,359,850.00
North Star Construction	\$5,134,570.00; and

WHEREAS, the City's Bid Specifications section 2.13 "Disadvantaged Business Enterprise (DBE) Requirements" provides that:

- In submitting a bid, the bidder shall, in the selection of any and all contractors, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the following affirmative "Good Faith Effort" steps. Failure to take these six (6) affirmative steps, prior to bid opening.....shall cause the bid to be rejected as a non-responsive bid.
- Good Faith Effort Requirements
 1. Include minority and women business enterprises on solicitation lists;
 2. Assure that minority and women business enterprises are solicited whenever they are potential sources, in a way that encourages and facilitates their participation in the competitive process. Solicitations shall be posted for a minimum of 30 calendar days in a local newspaper.
 3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women business enterprises.
 4. Establish delivery schedules, when the requirements of the work permit, which will encourage participation by minority and women business enterprises.
 5. Use the services and assistance of the Small Business Administration and the U.S.

Minority Business Development Agency, as appropriate; and

6. If any contractor awards sub-agreements, require the contractor to take the affirmative steps in paragraphs (1) through (5) of this section.
- Failure of the apparent low bidder to perform the six affirmative Good Faith Effort steps prior to bid opening and/or to submit the Disadvantaged Business Enterprise Information Form and SWRCB Forms with its bid will lead to its bid being declared non-responsive by the City of Yuba City. The City of Yuba City may then award the contract to the next low responsive, responsible bidder meeting the requirements of these contract specifications.; and

WHEREAS, the City Public Works Department has reviewed the six (6) bids, and examined the apparent low bid from Newland Entities, Inc. and found it to be unresponsive for the following reasons:

DBE Requirements: The apparent low bidder failed to meet the requirements of Section 2.13 of the City's Bid Specifications.

WHEREAS, this irregularity constitutes a substantial and consequential discrepancy from the City's call for bids because it fails to meet the stated DBE Good Faith Efforts requirements; and

WHEREAS, requiring the bidder to comply with the DBE Good Faith Efforts requirements is an important component of the project funding, the absence of which is a consequential discrepancy from the City's call for bids; and

WHEREAS, when reviewing bids, the City of Yuba City has discretion to determine responsiveness and may demand strict compliance with the bid specifications,

WHEREAS, the City Public Works Department has reviewed and examined the next apparent low bid, West Valley Construction and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project, and;

WHEREAS, the City desires to award the bid to West Valley Construction of Campbell, CA and enter into an agreement with West Valley Construction to construct the Barry School Waterline Extension Project; and

WHEREAS, a mitigated negative declaration was prepared and adopted for the Project which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA). There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA; and

WHEREAS, the City desires to award a contract for construction management and inspection services to MHM, Inc. of Marysville, CA in the amount of \$211,623.60 to ensure construction complies with funding requirements and project specifications; and

WHEREAS, the City desires to award a contract for labor compliance services to The Solis Group of Pasadena, CA in the amount of \$18,760.00; and

WHEREAS, upon City award of a construction contract, the State Water Resources Control Board (State) will be processing an amendment to the City's existing funding agreement that will provide full principal forgiveness for the total project cost.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. A mitigated negative declaration was previously adopted by the City Council for this project, which included the construction of the water line and connection to City services. Additionally, there have been no substantial changes in the project since it was originally assessed, or no substantial new information that was not previously known when the project was originally assessed. No further action under the California Environmental Quality Act (CEQA) is required.
2. The City Council of the City of Yuba City finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
3. The City Council of the City of Yuba City exercises its discretion and rejects Newland Entities, Inc.'s bid for Contract No. 15-06 as non-responsive for all the reasons stated herein and included in the record.
4. The City Council of the City of Yuba City does hereby accept the bid of West Valley Construction, and further finds that West Valley Construction, is the lowest qualified responsive and responsible bidder.
5. The City Council of the City of Yuba City awards the construction contract to West Valley Construction, next low bidder, in the total amount bid of \$3,799,005.00 for the Barry Elementary School Waterline Extension Project, subject to State approval of an amended funding agreement. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.
6. The City Council of the City of Yuba City awards a professional services agreement for construction and inspection services to MHM, Inc. of Marysville, CA in the amount of \$211,623.60, subject to State approval of an amended funding agreement, with a finding that it is in the best interest of the City. Said agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.
7. The City Council of the City of Yuba City awards a professional services agreement for labor compliance services to The Solis Group of Pasadena, CA in the amount of \$18,760.00, subject to State approval of an amended funding agreement, with a finding that it is in the best interest of the City.
8. The City Council of the City of Yuba City authorizes the Finance Director to make necessary budget adjustments resulting from the amended funding agreement from the State.
9. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of August, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – (Draft) Agreement – Contract 15-06
- B. Exhibit B – (Draft) MHM, Inc. Professional Services Agreement

EXHIBIT A

**CITY OF YUBA CITY
DEPARTMENT OF PUBLIC WORKS**

CONTRACT AGREEMENT

**BARRY WATERLINE EXTENSION PROJECT
CONTRACT NO. 15-06**

THIS AGREEMENT, made and concluded this ____ day of _____, 20____, between the City of Yuba City, party of the first part, and _____, Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Public Works, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated May 2015, the Standard Plans dated May 2015, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

BARRY SCHOOL WATERLINE EXTENSION PROJECT

Which are hereby made part of this contract.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City of Yuba City hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Yuba City shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**BARRY SCHOOL WATERLINE EXTENSION PROJECT
CONTRACT NO. 15-06**

Item No.	Item Description	Est. Qty.	Unit of Measure	Item Price	Total Amount
Bid Schedule A (Barry Rd 3" District Water Service Line)					
1	Mobilization and Demobilization	1	LS		

2	3-inch Class 350 Ductile Iron Pipe or Fusion Welded HDPE	2,180	LF		
3	Connect to Existing Water Line (Detail W12)	1	EA		
4	Install 2 1/2" BFP to Well connection	1	EA		
5	Trench Restoration (Detail TR-3 -Type A) (In Pavement)	1,380	LF		
6	Trench Restoration (Detail TR-3 - Type D) (Out of Pavement)	800	LF		
7	Restore Asphalt/Concrete Driveway Across Trench	1	EA		
8	Restore Asphalt/Concrete Double Driveway Across Trench	1	EA		
9	Restore Gravel Double Driveway Across Trench	2	EA		
10	2" Road Inlay (Width Varies & Includes Grinding)	12,400	SF		
11	Air Relief Valve (Detail W15)	1	EA		
12	Grind to Conform to existing AC (Driveway)	9	EA		
13	Pavement Delineation - Repair / Replacement	1	LS		
14	Traffic Control	1	LS		
Subtotal Bid Schedule A=					
Item No.	Item Description	Est. Qty.	Unit of Measure	Item Price	Total Amount
Bid Schedule B (Railroad Ave 3" Water Service Line)					
1	Mobilization and Demobilization	1	LS		
2	3-inch Class 350 Ductile Iron Pipe or Fusion Welded HDPE	3,980	LF		
3	4-inch Class 350 Ductile Iron Pipe or Fusion Welded HDPE	45	LF		
4	3 Inch Water Gate Valve	2	EA		

5	4 Inch Water Gate Valve	1	EA		
6	Blow Off Valve (Detail W9)	2	EA		
7	Trench Restoration (Detail TR-3 -Type A) (In Pavement)	4,025	LF		
8	2" Road Inlay (Width Varies & Includes Grinding)	46,800	SF		
9	Air Relief Valve (Detail W15)	3	EA		
10	3" Service Connection With 3" BFP (Includes Badger 3" Compound Meter, Cellular Endpoint, Box, & Lid)	1	EA		
11	Pavement Delineation - Repair / Replacement	1	LS		
12	Traffic Control	1	LS		
Subtotal Bid Schedule B=					
Item No.	Item Description	Est. Qty.	Unit of Measure	Item Price	Total Amount
Bid Schedule C (Railroad Ave 14" Water Main Line)					
1	Mobilization and Demobilization	1	LS		
2	14-inch Class 350 Ductile Iron Pipe	3,080	LF		
3	Fire Hydrant with Valve & 6" Water Line (Detail W1)	10	EA		
4	Remove Existing Fire Hydrant and Cap Line	1	EA		
5	Connect To Existing Water Line (Detail W12)	1	EA		
6	14 Inch Water Gate Valve	9	EA		
7	12 Inch Water Gate Valve	4	EA		
8	12 Inch Water Stub with blowoff, tee, valve, and blind flange (15' stub)	1	EA		
9	Trench Restoration (Detail TR-3 -Type A) (In Pavement)	3,040	LF		
10	Trench Restoration (Detail TR-3 - Type D) (Out of Pavement)	100	LF		

11	2" Road Inlay (Width Varies & Includes Grinding)	34,000	SF		
12	Air Relief Valve (Detail W14)	2	EA		
13	Pavement Delineation - Repair / Replacement	1	LS		
14	Traffic Control	1	LS		
Subtotal Bid Schedule C=					
Bid Schedule D (Stewart Rd 12" Water Main Line)					
Item No.	Item Description	Est. Qty.	Unit of Measure	Item Price	Total Amount
1	Mobilization and Demobilization	1	LS		
2	12-inch Class 350 Ductile Iron Pipe	3,470	LF		
3	Fire Hydrant with Valve & 6" Water Line (Detail W1)	12	EA		
4	Connect to Existing Water Line (Detail W12)	1	EA		
5	12 Inch Water Gate Valve	6	EA		
6	Trench Restoration (Detail TR-3 -Type A) (In Pavement)	360	LF		
7	Restore Asphalt/Concrete & Gravel Across Intersecting Road	2	EA		
8	Pavement Widening for Trench Restoration	27,400	SF		
9	Pavement Delineation - Repair / Replacement	1	LS		
10	Grind to Conform to existing AC (Driveway)	12	EA		
11	Traffic Control	1	LS		
Subtotal Bid Schedule D=					
TOTAL AMOUNT BID (BID SCHEDULES A + B + C + D) =					

City Attorney, City of Yuba City

CITY OF YUBA CITY

Diana Langley
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
Barry Elementary School Waterline Extension Project
Construction Management & Inspection

This Agreement is made and entered into as of _____, 2023, by and between the City of Yuba City, a municipal corporation ("City") and MHM, Inc. (MHM) ("Consultant").

RECITALS

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

AGREEMENT

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

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

- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **One Hundred Seventy-Six Thousand, Three Hundred Fifty-Three Dollars (\$176,353.00)** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any

reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

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

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

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

8. Consultant's Books and Records:

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

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

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

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

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

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

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

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

expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

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

If to City	Benjamin Moody Public Works & Development Services Director City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-4626
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If to Consultant:	John Mallen MHM, Inc. 1204 E Street Marysville, CA 95901 (530) 742-6485
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17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

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

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

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

CITY OF YUBA CITY:

CONSULTANT:

By: _____

**Diana Langley
City Manager**

By: _____

**John Mallen
MHM, Inc.**

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

Exhibit A
Scope of Services

Task Order No. 1 - Attachment No. 1
MHM Incorporated - Construction Services
City of Yuba City
BARRY WATERLINE IMPROVEMENT PROJECT
COMBINED FEE SUMMARY

No.	Task Description	MHM	Blackburn	Frisch	Total Costs
CONSTRUCTION SERVICES - BARRY WATERLINE IMPROVEMENT PROJECT					
1	Project Management and Coordination				
1.1	Project Management (August 1, 2023 through February 28, 2024)	\$ 4,301	\$ —	\$ —	\$ 4,301
1.2	Invoicing and Progress Reports	\$ 3,815	\$ —	\$ —	\$ 3,815
1.3	Progress Meetings	\$ 3,875	\$ —	\$ —	\$ 3,875
	Subtotal Project Management and Coordination	\$ 11,991	\$ —	\$ —	\$ 11,991
2	Environmental and Permitting				
2.1	Wetland Determination	\$ —	\$ —	\$ —	\$ —
2.2	Area of Potential Effect (APE)	\$ —	\$ —	\$ —	\$ —
2.3	Biological Resource Evaluation	\$ —	\$ —	\$ —	\$ —
2.4	Environmental Permit Facilitation	\$ —	\$ —	\$ —	\$ —
2.5	Archeological Study	\$ —	\$ —	\$ —	\$ —
2.6	Tribal Cultural Resources	\$ —	\$ —	\$ —	\$ —
2.7	CEQA Initial Study/Mitigated Negative Declaration	\$ —	\$ —	\$ —	\$ —
	Subtotal Environmental and Permitting	\$ —	\$ —	\$ —	\$ —
3	Preliminary Design				
3.1	Design Team Coordination Meetings	\$ —	\$ —	\$ —	\$ —
3.2	Engineers' Estimate of Probable Cost	\$ —	\$ —	\$ —	\$ —
3.3	Draft Basis of Design Report	\$ —	\$ —	\$ —	\$ —
3.4	Final Basis of Design Report	\$ —	\$ —	\$ —	\$ —
3.5	Preliminary Record Boundary Information (does not include PTR)	\$ —	\$ —	\$ —	\$ —
	Subtotal Preliminary Design	\$ —	\$ —	\$ —	\$ —
4	Geotechnical Evaluations				
4.1	Coordination, Document Review, Site Visit, Permit Acquisitions, USA	\$ —	\$ —	\$ —	\$ —
4.2	Subsurface Exploration	\$ —	\$ —	\$ —	\$ —
4.3	Laboratory Testing	\$ —	\$ —	\$ —	\$ —
4.4	Perform Engineering Analysis and Calculations	\$ —	\$ —	\$ —	\$ —
4.5	Prepare Geotechnical Report	\$ —	\$ —	\$ —	\$ —
	Subtotal Geotechnical Evaluations	\$ —	\$ —	\$ —	\$ —
5	Design Engineering				
5.1	Topographic Surveying and Mapping	\$ —	\$ —	\$ —	\$ —
5.2	ROW and Surveys (Research, Boundary Surveys, Descriptions, and Plats)	\$ —	\$ —	\$ —	\$ —
5.3	60% PS&E and DDR	\$ —	\$ —	\$ —	\$ —
5.4	90% PS&E and DDR	\$ —	\$ —	\$ —	\$ —
5.5	100%/Final PS&E and DDR	\$ —	\$ —	\$ —	\$ —
5.6	Storm Water Pollution Prevention Plan (does not include implementation)	\$ —	\$ —	\$ —	\$ —
5.7	Bidding Support	\$ —	\$ —	\$ —	\$ —
5.8	Conformed Plans and Specifications	\$ —	\$ —	\$ —	\$ —
	Subtotal Design Engineering	\$ —	\$ —	\$ —	\$ —
6	Engineering Services During Construction				
6.1	Submittal and Request for Information Review	\$ 9,166	\$ —	\$ —	\$ 9,166
6.2	Additional Field Instructions and Field Coordination	\$ 2,813	\$ —	\$ —	\$ 2,813
6.3	Field Inspections (does not include full time inspection)	\$ 5,108	\$ —	\$ —	\$ 5,108
6.4	Change Order Support	\$ 2,906	\$ —	\$ —	\$ 2,906
6.5	On-Site Meetings and Coordination	\$ —	\$ —	\$ —	\$ —
6.6	Record Drawings	\$ 5,309	\$ —	\$ —	\$ 5,309
	Subtotal Engineering Services During Construction	\$ 25,303	\$ —	\$ —	\$ 25,303

Task Order No. 1 - Attachment No. 1
MHM Incorporated - Construction Services
City of Yuba City
BARRY WATERLINE IMPROVEMENT PROJECT
COMBINED FEE SUMMARY

No.	Task Description	MHM	Blackburn	Frisch	Total Costs
CONSTRUCTION SERVICES - BARRY WATERLINE IMPROVEMENT PROJECT					
7	Construction Management, Inspection, and Surveys				
7.1	Construction Management	\$ 12,721	\$ —	\$ —	\$ 12,721
7.2	Construction Status Meetings	\$ 6,740	\$ —	\$ —	\$ 6,740
7.3	Field Inspections	\$ 95,608	\$ —	\$ —	\$ 95,608
7.4	Geotechnical Material Testing - Quality Assurance	\$ 9,327	\$ —	\$ —	\$ 9,327
7.5	Construction Control Monuments (Total of 4)	\$ 1,855	\$ —	\$ —	\$ 1,855
7.6	Quality Assurance Surveys	\$ 3,710	\$ —	\$ —	\$ 3,710
	Subtotal Construction Management, Inspection, and Surveys	\$ 129,961	\$ —	\$ —	\$ 129,961
8	Construction Closeout				
8.1	Construction Closeout	\$ 9,098	\$ —	\$ —	\$ 9,098
	Subtotal Construction Closeout	\$ 9,098	\$ —	\$ —	\$ 9,098
9	Testing and Start-Up				
9.1	Perform Testing and Start-up Procedures	\$ —	\$ —	\$ —	\$ —
9.2	PLC and OI Programming includes Arc Flash Analysis	\$ —	\$ —	\$ —	\$ —
	Subtotal Testing and Start-Up	\$ —	\$ —	\$ —	\$ —
Subconsultants Markup (10%)		\$0			\$0
TOTAL EFFORT		\$176,353	\$0	\$0	\$176,353

Task Order No. 1 - Attachment No. 2
MHM Incorporated - Construction Services
City of Yuba City
BARRY WATERLINE IMPROVEMENT
MHM DETAILED FEE ESTIMATE

No.	Task Description	Labor											Total Hours	Total Labor (\$)	Expenses	Total	
		E7	E6	E5	E4	E3	T3	Lead Inspect	Inspect	2 Man Survey	Acct	Clerical					
		Rates	264.80	234.00	188.20	178.20	167.80	142.40	219.00	193.60	310.60	137.40					112.00
CONSTRUCTION SERVICES - BARRY WATERLINE IMPROVEMENT PROJECT																3.50%	
1	Project Management and Coordination																
1.1	Project Management (August 1, 2023 through February 28, 2024)	14										4	18	\$ 4,155	\$ 145	\$ 4,301	
1.2	Invoicing and Progress Reports	11										2	17	\$ 3,686	\$ 129	\$ 3,815	
1.3	Progress Meetings	16											16	\$ 3,744	\$ 131	\$ 3,875	
Subtotal Project Management and Coordination		25	16	0	0	0	0	0	0	0	4	6	51	\$ 11,586	\$ 405	\$ 11,991	
2	Environmental and Permitting																
2.1	Wetland Determination												0	\$	\$	\$	
2.2	Area of Potential Effect (APE)												0	\$	\$	\$	
2.3	Biological Resource Evaluation												0	\$	\$	\$	
2.4	Environmental Permit Facilitation												0	\$	\$	\$	
2.5	Archeological Study												0	\$	\$	\$	
2.6	Tribal Cultural Resources												0	\$	\$	\$	
2.7	CEQA Initial Study/Mitigated Negative Declaration												0	\$	\$	\$	
Subtotal Environmental and Permitting		0	0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$	
3	Preliminary Design																
3.1	Design Team Coordination Meetings												0	\$	\$	\$	
3.2	Engineers' Estimate of Probable Cost												0	\$	\$	\$	
3.3	Draft Basis of Design Report												0	\$	\$	\$	
3.4	Final Basis of Design Report												0	\$	\$	\$	
3.5	Preliminary Record Boundary Information (does not include PTR)												0	\$	\$	\$	
Subtotal Preliminary Design		0	0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$	
4	Geotechnical Evaluations																
4.1	Coordination, Document Review, Site Visit, Permit Acquisitions, USA												0	\$	\$	\$	
4.2	Subsurface Exploration												0	\$	\$	\$	
4.3	Laboratory Testing												0	\$	\$	\$	
4.4	Perform Engineering Analysis and Calculations												0	\$	\$	\$	
4.5	Prepare Geotechnical Report												0	\$	\$	\$	
Subtotal Geotechnical Evaluations		0	0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$	
5	Design Engineering																
5.1	Topographic Surveying and Mapping												0	\$	\$	\$	
5.2	ROW and Surveys (Research, Boundary Surveys, Descriptions, and Plats)												0	\$	\$	\$	
5.3	60% PS&E and DDR												0	\$	\$	\$	
5.4	90% PS&E and DDR												0	\$	\$	\$	
5.5	100%/Final PS&E and DDR												0	\$	\$	\$	
5.6	Storm Water Pollution Prevention Plan (does not include implementation)												0	\$	\$	\$	
5.7	Bidding Support												0	\$	\$	\$	
5.8	Conformed Plans and Specifications												0	\$	\$	\$	
Subtotal Design Engineering		0	0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$	

Task Order No. 1 - Attachment No. 2
MHM Incorporated - Construction Services
City of Yuba City
BARRY WATERLINE IMPROVEMENT
MHM DETAILED FEE ESTIMATE

No.	Task Description	Labor											Total Hours	Total Labor (\$)	Expenses	Total	
		E7	E6	E5	E4	E3	T3	Lead Inspect	Inspect	2 Man Survey	Acct	Clerical					
		Rates	264.80	234.00	188.20	178.20	167.80	142.40	219.00	193.60	310.60	137.40					112.00
CONSTRUCTION SERVICES - BARRY WATERLINE IMPROVEMENT PROJECT																	
6	Engineering Services During Construction																
6.1	Submittal and Request for Information Review	1530											45	\$ 8,856	\$ 310	\$ 9,166	
6.2	Additional Field Instructions and Field Coordination	410											14	\$ 2,718	\$ 95	\$ 2,813	
6.3	Field Inspections (does not include full time inspection)	158											23	\$ 4,936	\$ 173	\$ 5,108	
6.4	Change Order Support	12											12	\$ 2,808	\$ 98	\$ 2,906	
6.5	On-Site Meetings and Coordination												0	\$	\$	\$	
6.6	Record Drawings	4168											28	\$ 5,130	\$ 180	\$ 5,309	
	Subtotal Engineering Services During Construction	0	50	0	64	8	0	0	0	0	0	0	122	\$ 24,447	\$ 856	\$ 25,303	
7	Construction Management, Inspection, and Surveys																
7.1	Construction Management	4	48										52	\$ 12,291	\$ 430	\$ 12,721	
7.2	Construction Status Meetings	24											32	\$ 6,512	\$ 228	\$ 6,740	
7.3	Field Inspections												482	\$ 89,235	\$ 6,373	\$ 95,608	
7.4	Geotechnical Material Testing - Quality Assurance	40											42	\$ 5,920	\$ 3,407	\$ 9,327	
7.5	Construction Control Monuments (Total of 4)	24											6	\$ 1,599	\$ 256	\$ 1,855	
7.6	Quality Assurance Surveys	4											12	\$ 3,198	\$ 512	\$ 3,710	
	Subtotal Construction Management, Inspection, and Surveys	4	72	0	6	0	40	0	432	12	0	60	626	\$ 118,755	\$ 11,206	\$ 129,961	
8	Construction Closeout																
8.1	Construction Closeout	2	16	24									42	\$ 8,790	\$ 308	\$ 9,098	
	Subtotal Construction Closeout	2	16	24	0	0	0	0	0	0	0	0	42	\$ 8,790	\$ 308	\$ 9,098	
9	Testing and Start-Up																
9.1	Perform Testing and Start-up Procedures												0	\$	\$	\$	
9.2	PLC and OI Programming includes Arc Flash Analysis												0	\$	\$	\$	
	Subtotal Testing and Start-Up	0	0	0	0	0	0	0	0	0	0	0	0	\$	\$	\$	
	TOTAL EFFORT	31	154	24	70	8	40	0	432	12	4	66	841	\$ 163,578	\$ 12,775	\$ 176,353	

Task Order No. 1 - Attachment No. 2
MHM Incorporated - Construction Services
City of Yuba City
BARRY WATERLINE IMPROVEMENT
MHM DETAILED FEE ESTIMATE

No.	Task Description	Labor													Expenses	Total
													Total Hours	Total Labor (\$)		
		E7	E6	E5	E4	E3	T3	Lead Inspect	Inspect	2 Man Survey	Acct	Clerical				
	Rates	264.80	234.00	188.20	178.20	167.80	142.40	219.00	193.60	310.60	137.40	112.00			3.50%	
CONSTRUCTION SERVICES - BARRY WATERLINE IMPROVEMENT PROJECT																

Assumptions:

- | | |
|---|--|
| 1.1 Project Management (August 1, 2023 through February 28, 2024) | 7 months x 2 hours (Sean) + 7 months x 0.5 hours office staff (does not include construction period) |
| 1.2 Invoicing and Progress Reports | 7 months x 1.5 hours (Sean) + 7 months x 1.0 hours (bookkeeper) + 7 months x 0.5 hours (clerical) (does not include construction period) |
| 1.3 Progress Meetings | 8 progress meetings x 2.0 hours in Yuba City (does not include construction period) (include owner and key people) |
| 2.1 Wetland Determination | not part of MHM scope of work |
| 2.2 Area of Potential Effect (APE) | not part of MHM scope of work |
| 2.3 Biological Resource Evaluation | not part of MHM scope of work |
| 2.4 Environmental Permit Facilitation | not part of MHM scope of work |
| 2.5 Archeological Study | not part of MHM scope of work |
| 2.6 Tribal Cultural Resources | not part of MHM scope of work |
| 2.7 CEQA Initial Study/Mitigated Negative Declaration | not part of MHM scope of work |
| 3.1 Design Team Coordination Meetings | not part of MHM scope of work |
| 3.2 Engineers' Estimate of Probable Cost | not part of MHM scope of work |
| 3.3 Draft Basis of Design Report | not part of MHM scope of work |
| 3.4 Final Basis of Design Report | not part of MHM scope of work |
| 3.5 Preliminary Record Boundary Information (does not include PTR) | not part of MHM scope of work |
| 4.1 Coordination, Document Review, Site Visit, Permit Acquisitions, USA | not part of MHM scope of work |
| 4.2 Subsurface Exploration | not part of MHM scope of work |
| 4.3 Laboratory Testing | not part of MHM scope of work |
| 4.4 Perform Engineering Analysis and Calculations | not part of MHM scope of work |
| 4.5 Prepare Geotechnical Report | not part of MHM scope of work |
| 5.1 Topographic Surveying and Mapping | not part of MHM scope of work |
| 5.2 ROW and Surveys (Research, Boundary Surveys, Descriptions, and Plats) | not part of MHM scope of work |
| 5.3 60% PS&E and DDR | not part of MHM scope of work |
| 5.4 90% PS&E and DDR | not part of MHM scope of work |
| 5.5 100%/Final PS&E and DDR | not part of MHM scope of work |
| 5.6 Storm Water Pollution Prevention Plan (does not include implementation) | not part of MHM scope of work |
| 5.7 Bidding Support | not part of MHM scope of work |
| 5.8 Conformed Plans and Specifications | not part of MHM scope of work |
| 6.1 Submittal and Request for Information Review | assume 20 submittals/resubmittals x 1.5 hours + 10 RFI x 1.5 hours |
| 6.2 Additional Field Instructions and Field Coordination | assume 4 field instruction related to pipe crossing x 2.0 hours |
| 6.3 Field Inspections (does not include full time inspection) | assume 4 site visits related to pipe crossing during construction |
| 6.4 Change Order Support | assume 2 change orders x 4.0 hours plus 6 hours office support |
| 6.5 On-Site Meetings and Coordination | Construction meeting 4 meetings x 2.0 hours |
| 6.6 Record Drawings | assume 28 manhours |
| 7.1 Construction Management | not part of MHM scope of work |
| 7.2 Construction Status Meetings | assume 40 manhours (14 construction status meetings x 2.0 hours + 12 Hours Office Time) |
| 7.3 Field Inspections | assume 12 Weeks - 6 days a week - 6 hour days for total of 432 manhours. Assume 50 manhours of office support |
| 7.4 Geotechnical Material Testing - Quality Assurance | Manhours included in Field Inspections - QA Materials Testing |
| 7.5 Construction Control Monuments (Total of 4) | Assume 4 hours survey crew time and 2.0 hours office time. |
| 7.6 Quality Assurance Surveys | assume 4 hours office and 8 hours two man survey crew time (does not include construction staking) |
| 8.1 Construction Closeout | 42 man-hours (support for Construction Manager) |
| 9.1 Perform Testing and Start-up Procedures | not part of MHM scope of work |
| 9.2 PLC and OI Programming includes Arc Flash Analysis | not part of MHM scope of work |

Task Order No. 1 - Attachment No. 3
MHM Incorporated - Construction Services
City of Yuba City
BARRY WATERLINE IMPROVEMENT PROJECT
LABOR RATE SCHEDULE

Fully Burdened Labor Rates		4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	60% 2023 and 40% 2024
Labor Classification		2023 Labor Rates	2024 Labor Rates	2025 Labor Rates	2026 Labor Rates	2027 Labor Rates	2028 Labor Rates	Weighted
E7 - Principal-in-Charge	Senior Professional - Grade 8	\$ 260.00	\$ 272.00	\$ 284.00	\$ 297.00	\$ 310.00	\$ 324.00	\$ 264.80
E6 - Project Manager	Senior Professional - Grade 7	\$ 230.00	\$ 240.00	\$ 251.00	\$ 262.00	\$ 274.00	\$ 286.00	\$ 234.00
E5 - Project Engineer / Project Surveyor	Senior Professional - Grade 6	\$ 185.00	\$ 193.00	\$ 202.00	\$ 211.00	\$ 220.00	\$ 230.00	\$ 188.20
E4 - Senior Engineer / Senior Surveyor	Senior Professional - Grade 5	\$ 175.00	\$ 183.00	\$ 191.00	\$ 200.00	\$ 209.00	\$ 218.00	\$ 178.20
E3 - Associate Engineer/ Associate Surveyor	Senior Professional - Grade 4	\$ 165.00	\$ 172.00	\$ 180.00	\$ 188.00	\$ 196.00	\$ 205.00	\$ 167.80
E2 - Assistant Engineer/ Assistant Surveyor	Senior Professional - Grade 3	\$ 155.00	\$ 162.00	\$ 169.00	\$ 177.00	\$ 185.00	\$ 193.00	\$ 157.80
E1 - Junior Engineer/ Surveyor	Staff Professional - Grade 2	\$ 140.00	\$ 146.00	\$ 153.00	\$ 160.00	\$ 167.00	\$ 175.00	\$ 142.40
T4 - Senior CADD Technician / Senior Technician	Senior CADD Drafter and Designer	\$ 155.00	\$ 162.00	\$ 169.00	\$ 177.00	\$ 185.00	\$ 193.00	\$ 157.80
T3 - Staff CADD Technician/ Associate Technician	CADD Drafter/Designer and Senior Technician	\$ 140.00	\$ 146.00	\$ 153.00	\$ 160.00	\$ 167.00	\$ 175.00	\$ 142.40
T2 - Assistant CADD Technician/ Asst. Technician	Staff Professional - Grade 1	\$ 125.00	\$ 131.00	\$ 137.00	\$ 143.00	\$ 149.00	\$ 156.00	\$ 127.40
T1 - Junior Techncian	Technican, Word Processor, Administrative Staff	\$ 115.00	\$ 120.00	\$ 125.00	\$ 131.00	\$ 137.00	\$ 143.00	\$ 117.00
E4 - Resident Engineer/Lead Inspector	Senior Professional - Grade 4	\$ 215.00	\$ 225.00	\$ 235.00	\$ 246.00	\$ 257.00	\$ 269.00	\$ 219.00
T4 - Building/Construction Inspector	Building/Construction Inspector	\$ 190.00	\$ 199.00	\$ 208.00	\$ 217.00	\$ 227.00	\$ 237.00	\$ 193.60
E4 - Resident Engineer/Lead Inspector - OT	Senior Professional - Grade 4 - Overtime	\$ 240.00	\$ 251.00	\$ 262.00	\$ 274.00	\$ 286.00	\$ 299.00	\$ 244.40
T4 - Building/Construction Inspector - OT	Building/Construction Inspector - Overtime	\$ 215.00	\$ 225.00	\$ 235.00	\$ 246.00	\$ 257.00	\$ 269.00	\$ 219.00
Survey Crew - 1 Man (prevailing)	Survey Crew - 1 Man (prevailing)	\$ 220.00	\$ 230.00	\$ 240.00	\$ 251.00	\$ 262.00	\$ 274.00	\$ 224.00
Survey Crew - 2 Man (prevailing)	Survey Crew - 2 Man (prevailing)	\$ 305.00	\$ 319.00	\$ 333.00	\$ 348.00	\$ 364.00	\$ 380.00	\$ 310.60
Survey Crew - 3 Man (prevailing)	Survey Crew - 3 Man (prevailing)	\$ 445.00	\$ 465.00	\$ 486.00	\$ 508.00	\$ 531.00	\$ 555.00	\$ 453.00
Survey Crew - 1 Man (prevailing) - OT	Survey Crew - 1 Man (prevailing) - Overtime	\$ 245.00	\$ 256.00	\$ 268.00	\$ 280.00	\$ 293.00	\$ 306.00	\$ 249.40
Survey Crew - 2 Man (prevailing) - OT	Survey Crew - 2 Man (prevailing) - Overtime	\$ 345.00	\$ 361.00	\$ 377.00	\$ 394.00	\$ 412.00	\$ 431.00	\$ 351.40
Survey Crew - 1 Man (non-prevailing)	Survey Crew - 1 Man (non-prevailing)	\$ 208.00	\$ 217.00	\$ 227.00	\$ 237.00	\$ 248.00	\$ 259.00	\$ 211.60
Survey Crew - 2 Man (non-prevailing)	Survey Crew - 2 Man (non-prevailing)	\$ 285.00	\$ 298.00	\$ 311.00	\$ 325.00	\$ 340.00	\$ 355.00	\$ 290.20
Survey Crew - 3 Man (non-prevailing)	Survey Crew - 3 Man (non-prevailing)	\$ 355.00	\$ 371.00	\$ 388.00	\$ 405.00	\$ 423.00	\$ 442.00	\$ 361.40
Accounting	Technican, Word Processor, Administrative Staff	\$ 135.00	\$ 141.00	\$ 147.00	\$ 154.00	\$ 161.00	\$ 168.00	\$ 137.40
Clerical	Office Aide	\$ 110.00	\$ 115.00	\$ 120.00	\$ 125.00	\$ 131.00	\$ 137.00	\$ 112.00

Other Direct Costs (ODCs)		
Item	rate	unit
(Some EXAMPLES below; add others if needed:)		
Vehicle - Light Truck and Car	\$8.50/hr or \$65/day or \$1,600/month	hr/day/month
Vehicle - 2 Wheel Drive	\$9.50/hr or \$75/day or \$1,750/month	hr/day/month
Vehicle - 4 Wheel Drive	\$10.50/hr or \$85/day or \$1,950/month	hr/day/month
ATV - All Terrian Vehicle	\$7.50/hr or \$60/day or \$1,500/month	hr/day/month
Standard Survey Equipment	\$14.50/hr	hour
GPS Survey Equipment	\$75.00/hr	hour
Nuclear Gage Equipment	\$8.50/hr	hour
GPS Bathymetric Survey Equipment	\$45.00/hr	hour
Drone Survey Equipment	\$12.00/hr	hour
Computer & Peripherals	\$6.25/hr	hour
Travel Expenses/Per Diem	T&M	T&M
Vehicle Mileage	IRS Rate	mile
Reproduction (8.5x11 sizes) - Black and White	\$0.45/ea	each
Reproduction (8.5x11 sizes) - Color	\$0.70/ea	each
Reproduction (11x17 sizes) – Black and White	\$0.70/ea	each
Reproduction (11x17 sizes) - Color	\$0.90/ea	each
Large Format Drawing Copies – 20lb Bond – Black and White	\$0.55/sq ft	sq ft
Large Format Drawing Copies – 20lb Bond – Color	\$0.90/sq ft	sq ft
Plotting - Mylar	\$6.50/sq ft	sq ft
Mailings and Communication	T&M	T&M
Miscellaneous Supplies	T&M	T&M
Outside Equipment and Services	15% Markup	%
Profit on Labor	10.00%	%
Profit on ODCs	5.00%	%

Exhibit B
Professional Services Agreement
Insurance Requirements

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

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

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

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5 (Town Center and 69 Subdivisions throughout Yuba City), and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Public Hearing

Recommendation: A. Conduct a Public Hearing

 B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and Butte Vista neighborhood, and commercial district)

Fiscal Impact: Receipt of assessments and expenditures of funds for lighting and landscape maintenance districts throughout the City

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4 & 5, and Yuba City Lighting and Landscape Maintenance District No. 6 (LLMD Nos. 2-6) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying (LLMD Nos. 2-6) will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

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

District Nos. 2 (Town Square Area); 3, 4, and 5 (69 subdivisions located throughout the City); and 6 (several commercial areas throughout the City) have provisions for a Cost of Living Adjustment

(COLA), which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel.

District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 will see increases in their annual levies, while District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3, B_6, B_7, B_14, B_15 and C_1 will see decreases in their annual levies. The levies were raised in response to inflation, while certain Zones of Benefit in Districts 5 and 6 were decreased due to sufficient reserves and revenues which exceeded expenditures.

Fiscal Impact:

The proposed assessments for FY 2023-24 are shown in Attachment 3.

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

<u>District</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance</u> <u>as of 7/1/24*</u>
2	\$86,200	\$35,770	\$167,795
3	\$17,241	\$17,039	\$2,574
4	\$174,995	\$129,023	\$197,186
5	\$582,084	\$514,423	\$344,241
6	\$38,371	\$14,768	\$185,755

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

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2023-24, or cancel the Districts and find alternative funding sources to maintain the lighting and landscaping.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, & 6 (Town Center, 69 subdivisions throughout Yuba City including the Palisades Subdivisions and Butte Vista neighborhood, and commercial district)

Attachments:

1. Attachment 1 - Resolution LLMD Nos. 2-6 Public Hearing
2. Exhibit A - District Maps 2-6
3. Proposed Assessments - LLMDs 2-6

Prepared By:
Josh Wolfe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL
YEAR 2023-24 FOR THE YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NOS. 2, 3, 4, 5, & 6 (TOWN CENTER, 69 SUBDIVISIONS THROUGHOUT YUBA
CITY INCLUDING THE PALISADES SUBDIVISIONS AND BUTTE VISTA NEIGHBORHOOD,
AND COMMERCIAL DISTRICT)**

WHEREAS, on June 20, 2023, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6 ("Districts") for Fiscal Year 2023-24 more specifically as follows:

- Lighting and Landscape Maintenance District No. 2 – Zone of Benefit "A" (Town Center);
- Lighting and Landscape Maintenance District No. 3 – Zone of Benefit "A" (Palisades Subdivision);
- Lighting and Landscape Maintenance District No. 4 – Zones of Benefit "A," "B," "C," and "D" (Butte Vista Neighborhood);
- Lighting and Landscape Maintenance District No. 5 – Zones of Benefit "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," and "L";
- Lighting and Landscape Maintenance District No. 6 – Zones of Benefit "A_1," "A_2" and "A_3," Zones of Benefit "B_1," "B_2," "B_3," "B_4," "B_5," "B_6," "B_7," "B_8," "B_9," "B_10," "B_12," "B_13," "B_14," "B_15," and Zone of Benefit "C_1"; and

WHEREAS, assessments levied within the Districts provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Lighting and Landscape Maintenance District No. 2: Ongoing maintenance and servicing of landscaping material, irrigation systems, and street lighting in the Town Center Area along the frontage of Plumas Street (including median), C Street, Percy Avenue, B Street and Franklin Avenue.
- Lighting and Landscape Maintenance District No. 3: Ongoing maintenance and servicing of a detention pond, street trees and a pond landscape strip, and twelve street lights, which benefit parcels in Phases 1 and 2.
- Lighting and Landscape Maintenance District No. 4: Ongoing maintenance and servicing of local street lighting, landscaping improvements, and detention pond, providing special benefit to the Butte Vista Neighborhood in the subdivisions in zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.
- Lighting and Landscape Maintenance District No. 5: Street lights, walls, landscape strips and planters, street trees, and landscaped entrance varying by zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.
- Lighting and Landscape Maintenance District No. 6: Ongoing maintenance and servicing of street lights, street trees and median landscaping; and

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the lighting and landscaping facilities in said Districts; and

WHEREAS, on June 6, 2023, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 23-067 for the levy and collection of assessments against the assessable lots and parcels of land in the Districts for Fiscal Year 2023-24 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file a written report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such report for each Lighting and Landscape Maintenance District (the "Engineer's Reports") with the City Clerk, and the City Clerk has presented the Engineer's Reports to the City Council; and

WHEREAS, on June 20, 2023, the City Council adopted Resolution No. 23-081 approving the Engineer's Reports, which calculated the annual assessments for the parcels in said Districts, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for August 15, 2023, was duly published on August 5, 2023.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within existing assessment districts designated "Yuba City Lighting and Landscape Maintenance District No. 2", "Yuba City Lighting and Landscape Maintenance District No. 3", "Yuba City Lighting and Landscape Maintenance District No. 4", "Yuba City Lighting and Landscape Maintenance District No. 5", and "Yuba City Lighting and Landscape Maintenance District No. 6" (the "Districts") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2023 and ending June 30, 2024, to pay for the costs and expenses of the improvements described in the Engineer's Reports for each District.
3. That the City Council hereby determines that the territories within the Districts, whose boundaries are set forth in the Engineer's Reports, on file with the City Clerk of the City of Yuba City, will be the territories benefited by the maintenance and servicing of the improvements described in said Engineer's Reports.
4. That the hearing on said annual levy of assessment was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved as to each District and all of them, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessment for District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3,

B_6, B_7, B_14, B_15 and C_1 for Fiscal Year 2023-24 are proposed to be reduced as compared to the previous year as described in the Engineer's Report. The assessments for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 for Fiscal Year 2023-24 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 at the at the time of the formation of the respective Districts.

6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Reports.
7. That the assessment diagram showing the assessment districts referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.
8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 18, 2023.
9. As the levies either remain the same, or are reduced as compared to prior years as to District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3, B_6, B_7, B_14, B_15 and C_1 the assessments for District 5 Zones of Benefit B, D, F, I, J, and K, and District 6 Zones of Benefit B_1 - B_3, B_6, B_7, B_14, B_15 and C_1 are exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218). Likewise, although the levies have increased for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 as compared to the prior year, the levy amounts are consistent with and less than the previously approved COLA adopted at the time of formation of the District pursuant to Proposition 218, and as such, the levies for District Nos. 2, 3, 4, District 5 Zones of Benefit A, C, E, G, H, and L, and District 6 Zones of Benefit A_1 - A_3, B_4, B_5, and B_8 - B_13 are likewise exempt from further compliance with Proposition 218.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of August 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, City Clerk Administrator

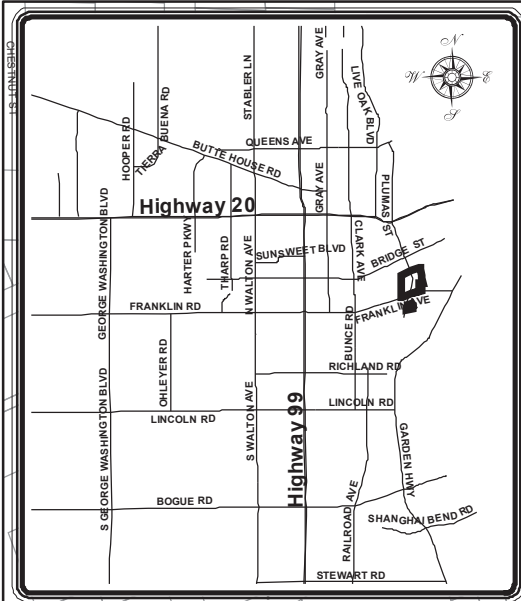
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – District Maps

EXHIBIT A



Legend



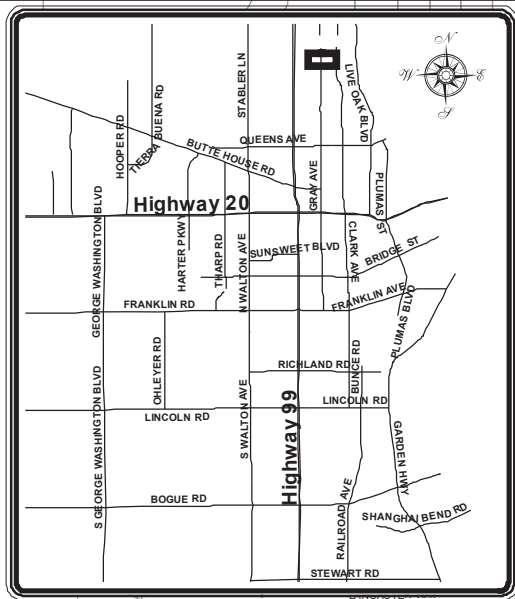
Maintenance Districts

City Limits

2A

2A

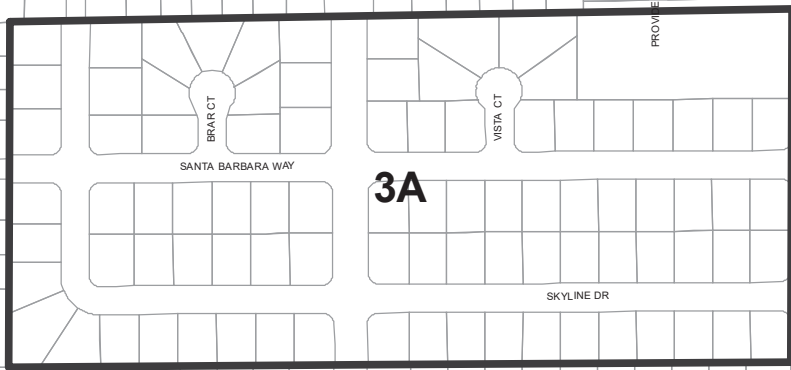
Lighting & Landscape
Maintenance District No. 2
Zones of Benefit



Legend

- Maintenance Districts
- City Limits

HWY 99



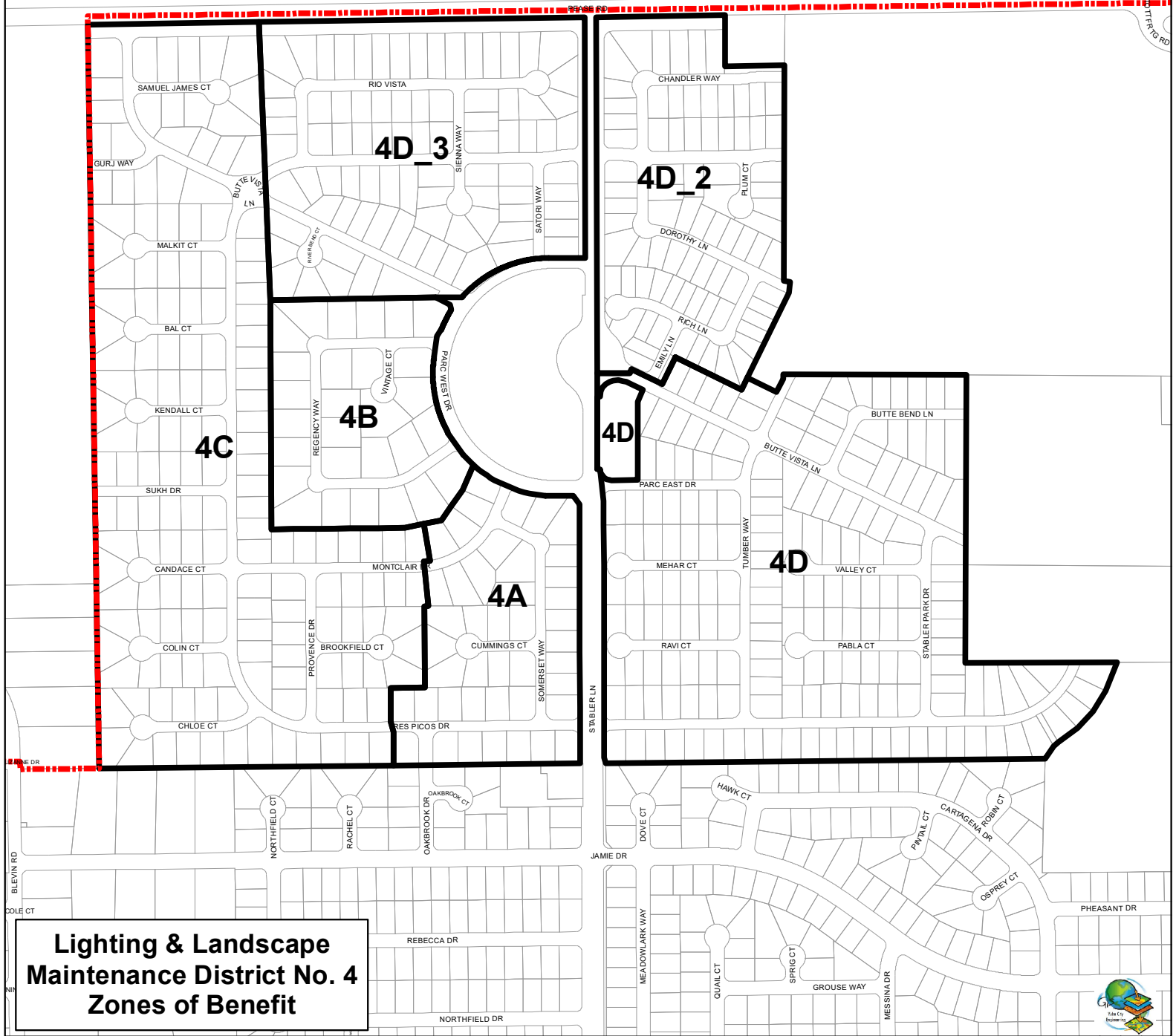
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Maintenance District No. 3
Zones of Benefit**



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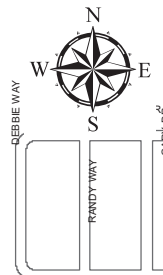
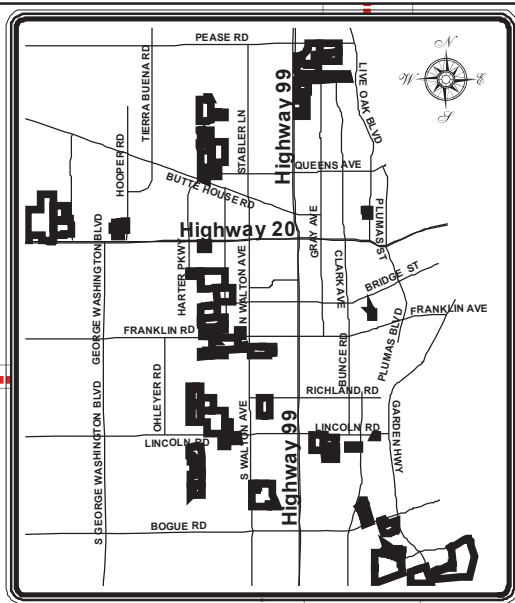
 Maintenance Districts

 City Limits



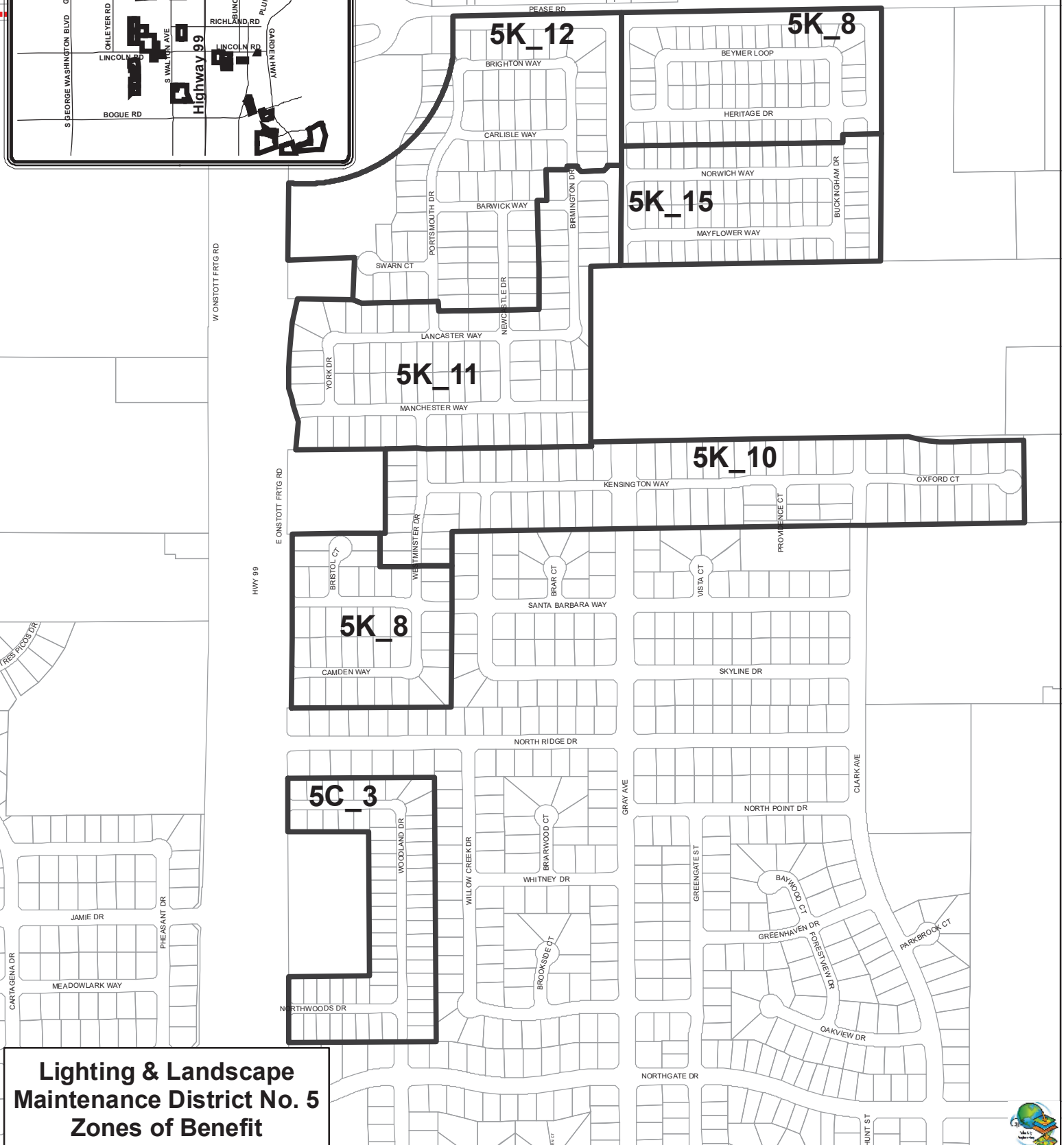
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Maintenance District No. 4
Zones of Benefit**



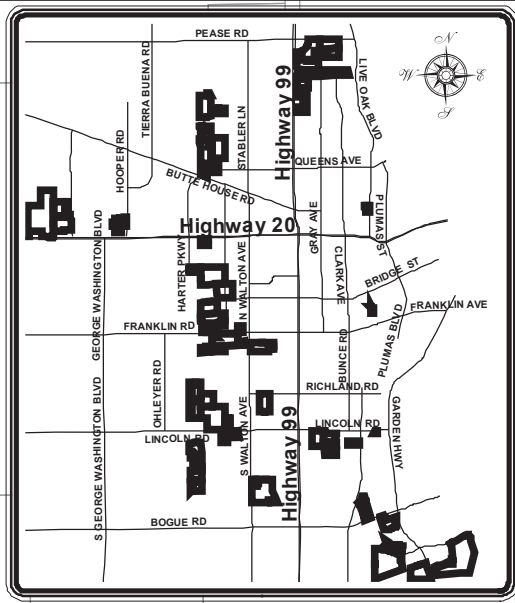


Legend

- Maintenance Districts
- City Limits

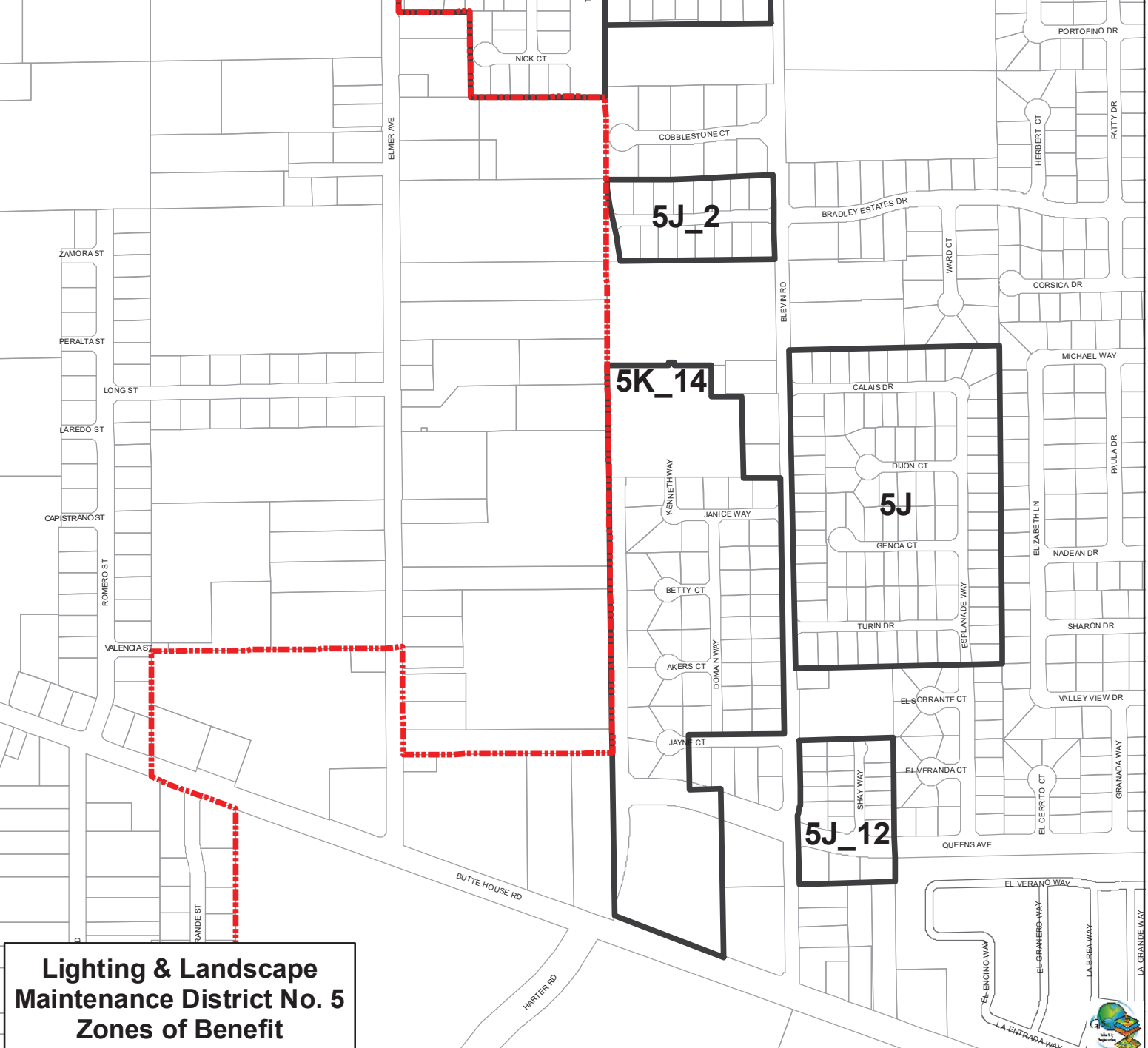


**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**

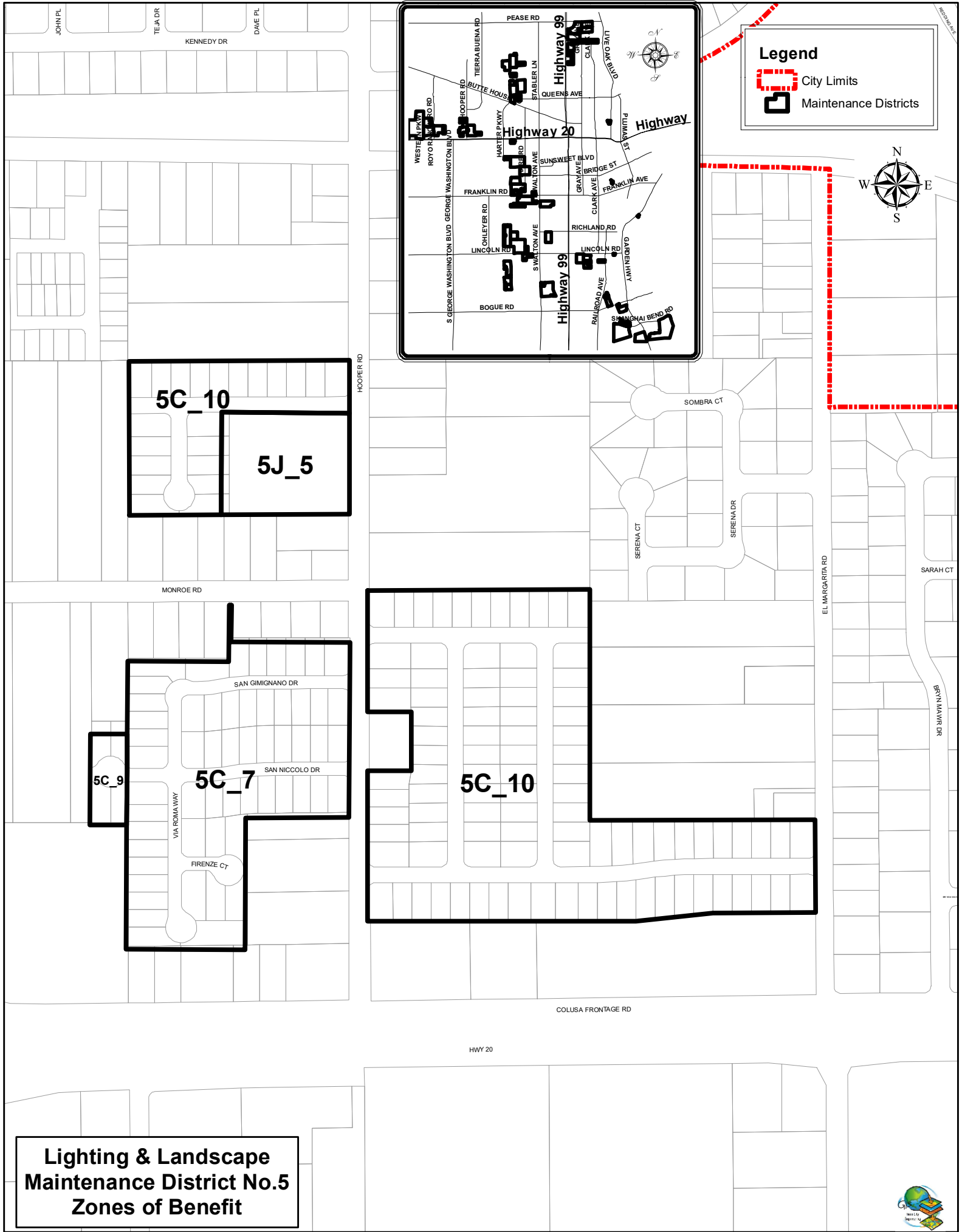


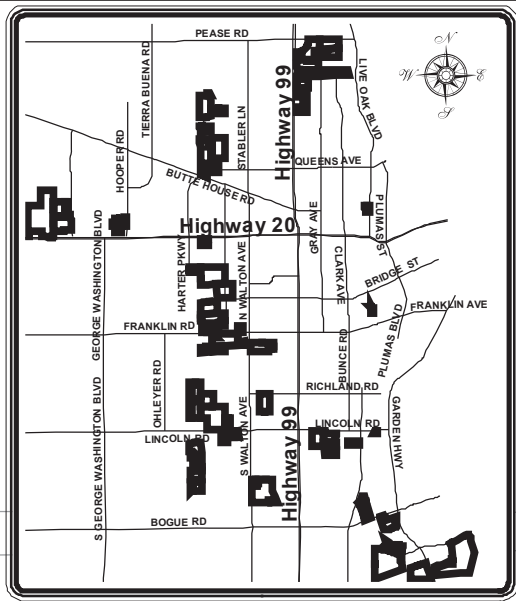
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- Maintenance Districts
- City Limits



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

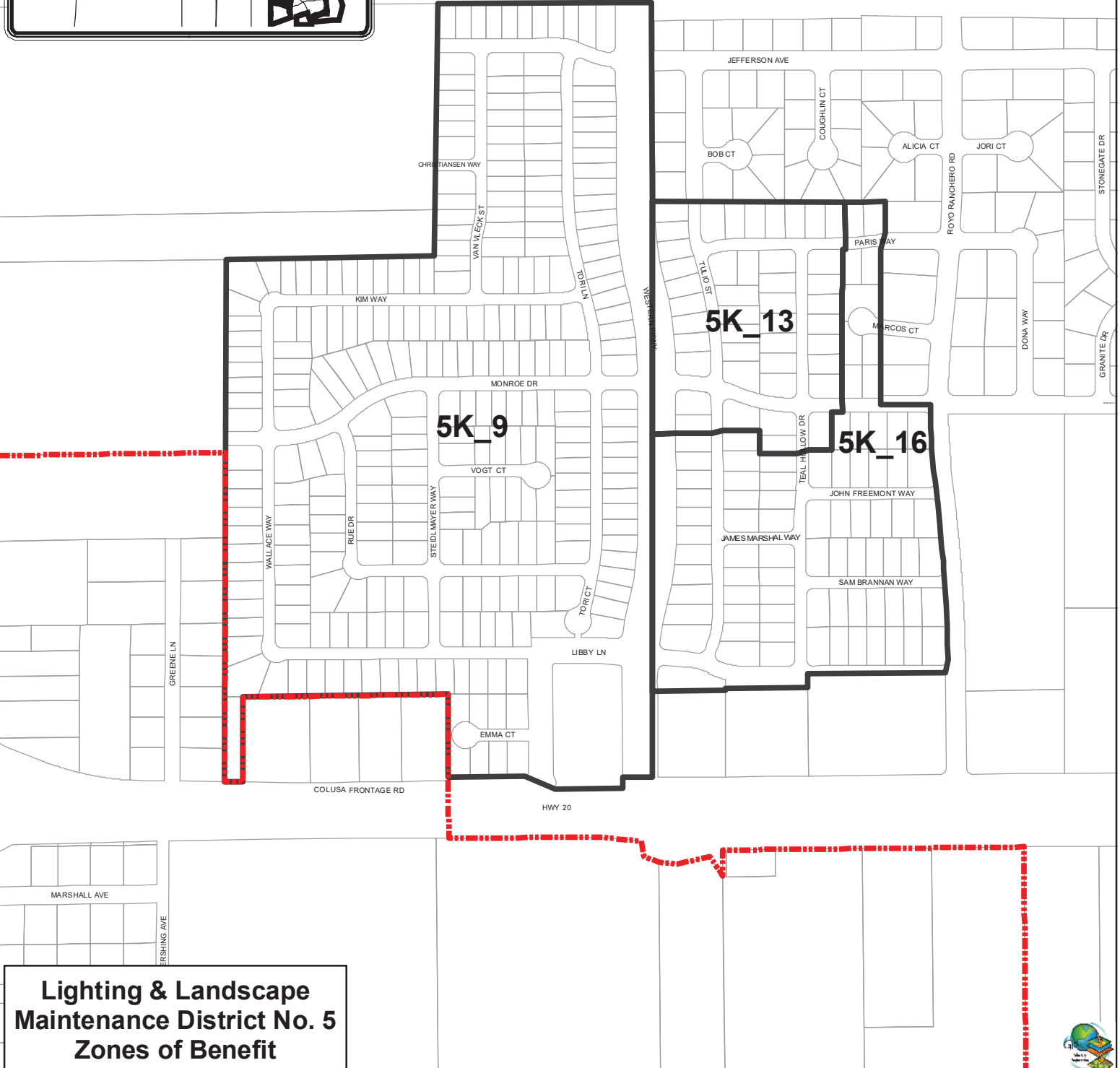




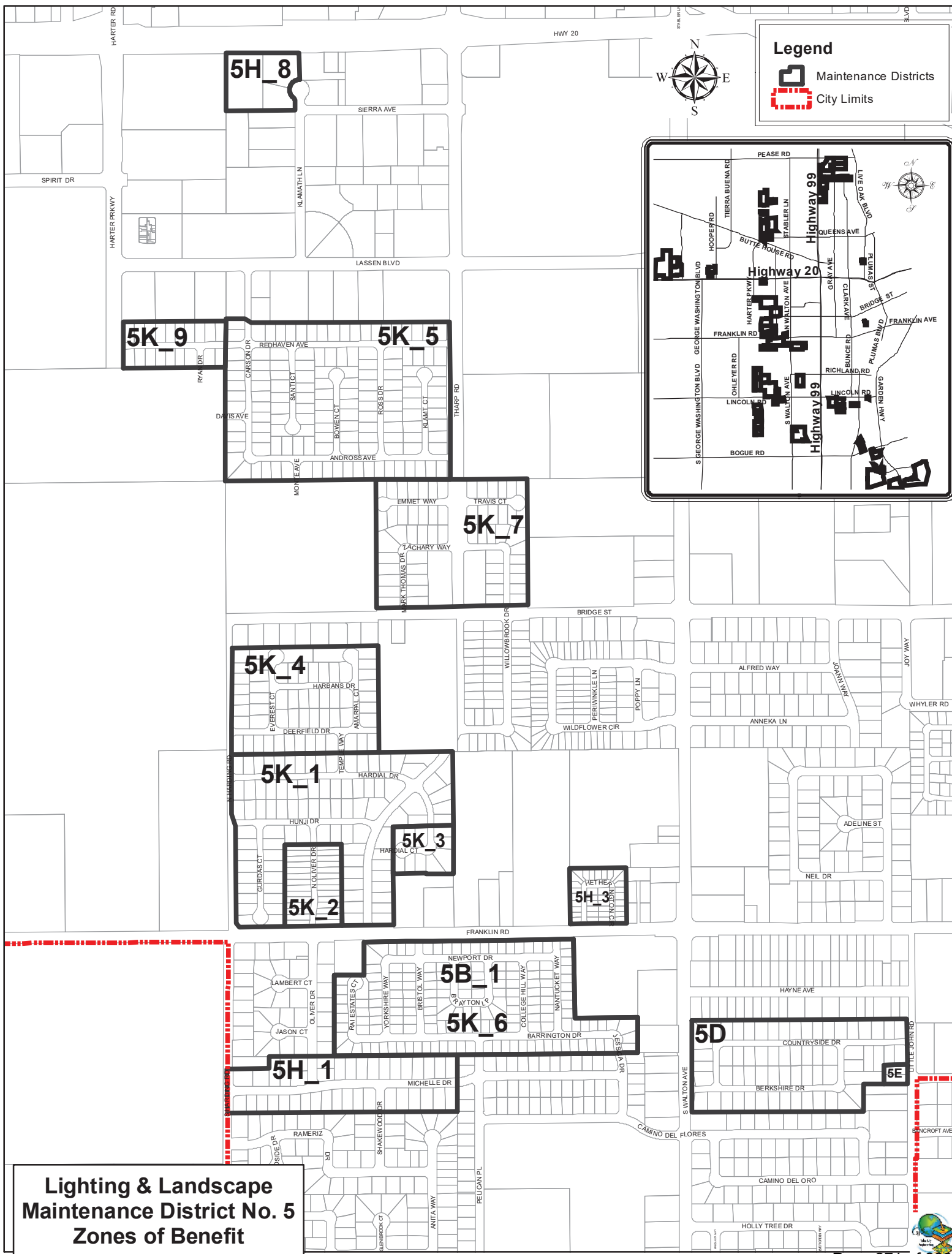
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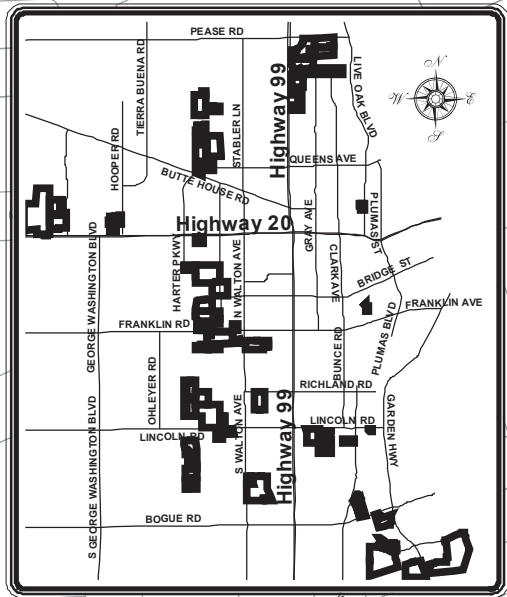
 Maintenance Districts

City Limits



Lighting & Landscape
 Maintenance District No. 5
 Zones of Benefit



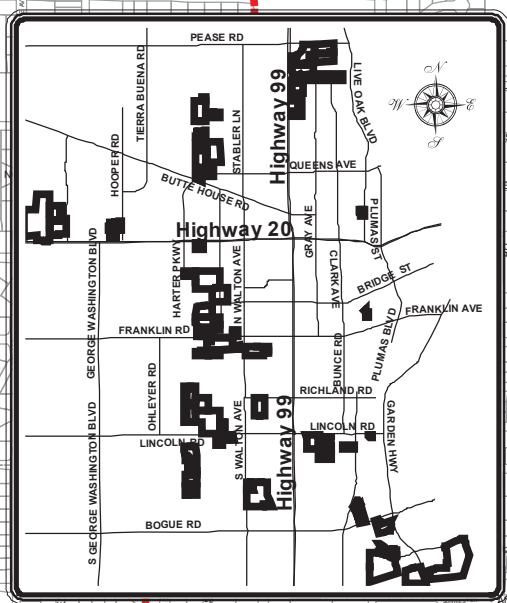


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-  Maintenance Districts
-  City Limits

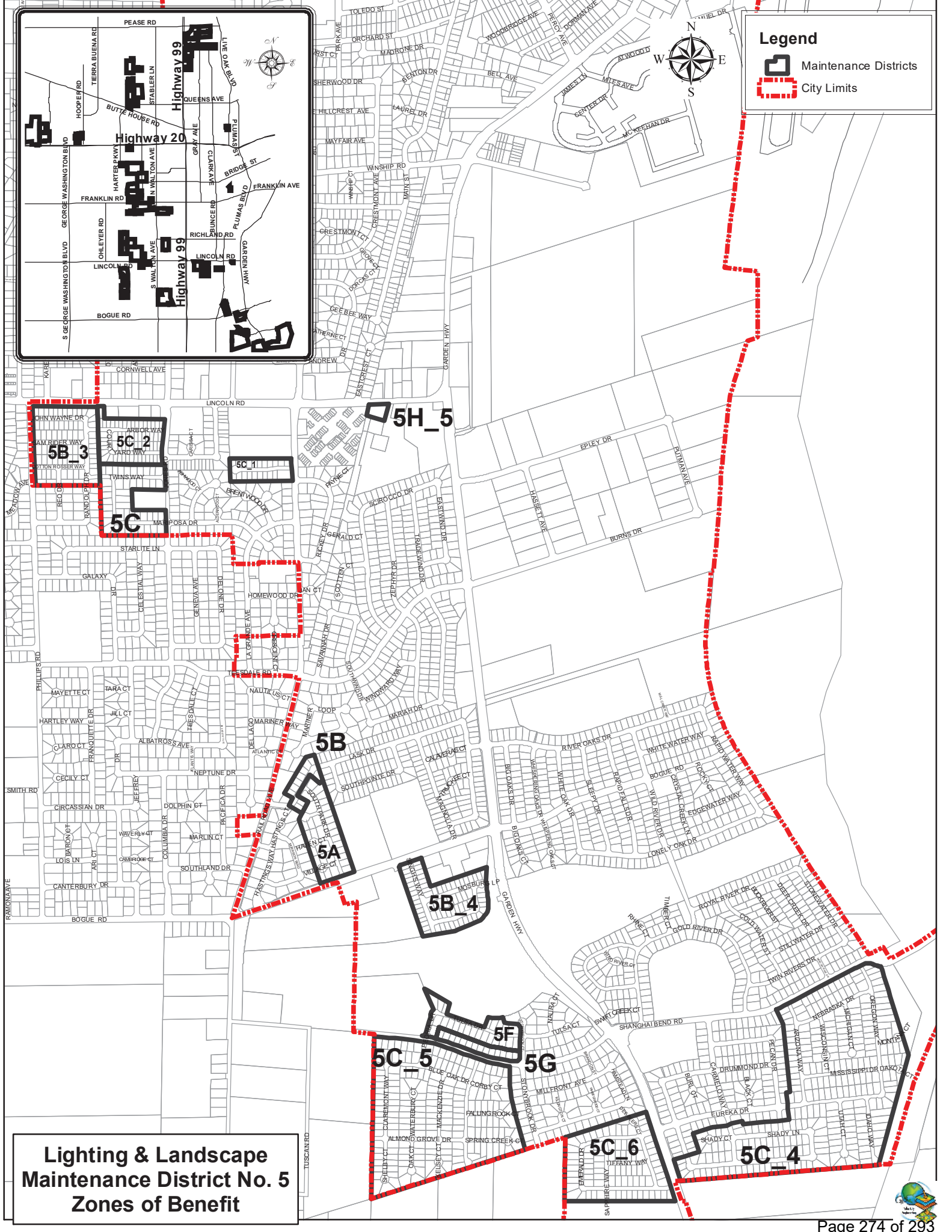


**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**



Legend

- Maintenance Districts
- City Limits



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

ATTACHMENT 2

DISTRICT 2-6 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2023-24 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
2	A	\$618.14	\$20.28	\$689.04
3	A	\$195.92	\$74.76	\$195.93
4	A	\$302.76	\$37.70	\$513.02
	B	\$302.76	\$37.70	\$694.77
	C	\$302.76	\$37.70	\$421.56
	D	\$302.76	\$37.70	\$377.70
5	A	\$214.74	\$58.48	\$249.97
	B	\$76.05	(\$0.23)	\$83.91
	C_1-9	\$181.16	\$10.90	\$181.17
	C_10	\$117.35	\$7.07	\$117.35
	D	\$145.16	(\$14.36)	\$248.78
	E	\$102.74	\$6.18	\$102.74
	F	\$117.38	(\$11.64)	\$202.14
	G	\$63.18	\$3.80	\$63.19
	H_1-8	\$40.60	\$2.44	\$40.60
	H_9	\$89.60	\$5.38	\$89.61
	I	\$77.10	(\$2.92)	\$85.16
	J	\$146.20	(\$8.32)	\$228.16
	K 1-17	\$229.72	(\$10.44)	\$322.81
	K_18	\$240.80	(\$10.02)	\$425.93
	L	\$150.46	\$9.06	\$150.46
6	A_1	\$347.90	\$42.75	\$347.90
	A_2	\$347.89	\$42.74	\$347.90
	A_3	\$347.88	\$42.72	\$347.90
	B_1	\$526.06	(\$0.21)	\$559.51
	B_2	\$483.36	(\$0.20)	\$514.09

District	Zone of Benefit	FY 2021-22 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
6	B_3	\$332.52	(\$0.14)	\$353.66
	B_4	\$1,755.00	\$2.92	\$1,866.56
	B_5	\$0.00	\$0.00	\$533.30
	B_6	\$96.68	(\$0.05)	\$102.83
	B_7	\$96.68	(\$0.05)	\$102.83
	B_8	\$221.06	\$0.36	\$235.12
	B_9	\$437.66	\$0.73	\$465.49
	B_10	\$144.70	\$0.23	\$153.91
	B_12	\$166.78	\$0.27	\$177.38
	B_13	\$151.46	\$0.26	\$161.09
	B_14	\$171.12	(\$0.07)	\$182.00
	B_15	\$57.02	(\$0.03)	\$60.66
	C_1	\$530.50	(\$5.16)	\$570.00

CITY OF YUBA CITY
STAFF REPORT

Date: August 15, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area) Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24, pursuant to the landscaping and Lighting Act of 1972

Fiscal Impact: Receipt of assessments and expenditures of funds for Landscape Maintenance District No. 1

Purpose:

To continue to recover costs to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Landscape Maintenance District No. 1 (LLMD No. 1) addresses the City Council's Strategic Goal of maintaining infrastructure and fiscal responsibility.

Background:

The City annually levies and collects a special assessment in order to maintain and service landscaping that provides special benefit to the parcels identified in Landscape Maintenance District 1 (Attachment 1, Exhibit A). The assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed.

District 1 includes the Stabler Lane area (A) and Garden Highway area (B, B_1, and B_2). Zones A and B do not have provisions for a cost of living adjustment (COLA) and have historically been charged the maximum levy allowed in order to cover the expenses. Zones B_1 and B_2 do have provisions for a COLA which is based on the Consumer Price Index from January to January.

In previous years, the expenditures in District No. 1 exceeded the revenue due to increasing costs and the lack of COLA provisions, creating negative Reserve Fund Balances. With recent aggressive cost-cutting measures that have reduced professional services, water, and administration expenses, the

revenues have exceeded the expenditures in District No. 1.

The City previously attempted to modify District No. 1 to include the COLA provisions, but residents within the District opposed the modification. In order to restore higher maintenance levels, additional funding sources and/or a new Proposition 218 process will need to be approved.

On June 6, 2023, Council adopted a Resolution describing improvements and directing the filing of the Annual Report. On July 18, 2023 Council adopted a Resolution approving the Engineer's Report and a Resolution of Intention to order the improvements, setting a Public Hearing for August 15, 2023 to establish the assessments for Fiscal Year 2023-24.

Analysis:

The Engineer's Annual Report has been prepared and is on file in the City Clerk's office. The report describes the District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. The Resolution approving the Annual Report and the Resolution of Intention to order improvements are required by state law to continue the District. The proposed action in this report sets a public hearing for the Council meeting to be held on August 15, 2023 to establish assessments for the coming year.

Fiscal Impact:

The proposed assessments for Fiscal Year 23/24 are shown in Attachment 3.

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

<u>District – Zone of Benefit</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance as of 7/1/24*</u>
1 - A	\$22,007	\$18,609	\$79
1 – B**	\$66,315	\$65,186	\$13,952

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

**Dollar amounts for Zones of Benefit B, B_1, and B_2 are included within "1-B" row of table.

The reserve balance in Zone of Benefit B consists of General Fund transfers that were unspent from previous years. Staff recommends maintaining this reserve balance to cover unforeseen expenses that may come up throughout the year. Moving forward, the City may be required to reduce maintenance levels in District No. 1, or utilize General Fund Gateway Maintenance Transfer funds to maintain previous years' level of maintenance.

Alternatives:

1. Council may reduce the assessment amounts which will affect future revenue and expenditure amounts in FY 2023-24, or cancel the District and find alternative funding sources to maintain the landscaping.
2. Council may direct City staff to follow legal procedures in order to modify District No. 1 to include an adjustment to match current expenditures with COLA provisions to avoid revenue shortfalls in the future.

3. Council may direct other fund sources to supplement the District revenues based on previous Fiscal Year expenditures. In previous fiscal years, the average expenditure dollar amount in Zone of Benefit B was approximately \$100,000 with revenues being approximately \$65,000.

Recommendation:

- A. Conduct a Public Hearing
- B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2023-24, pursuant to the landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1- Resolution LLMD No. 1 Public Hearing
2. Exhibit A - District Maps LLMD 1
3. Attachment 2 - Proposed Assessments D1 Public Hearing

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL YEAR 2023-24 FOR THE YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (ZONE OF BENEFIT “A” (STABLER LANE AREA) AND ZONES OF BENEFIT “B,” “B_1,” & “B_2” (GARDEN HIGHWAY AREA))

WHEREAS, on July 18, 2023, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Landscape Maintenance District No. 1 (“District”) for Fiscal Year 2023-24; and

WHEREAS, assessments levied within the District provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the operation, maintenance, and servicing of improvements including turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, street lighting, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping) surrounding the developments, as well as servicing improvements including electricity, water for irrigation of any landscaping, and the operation of fountains; and

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the landscaping facilities in said District; and

WHEREAS, on June 6, 2023, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 23-066 for the levy and collection of assessments against the assessable lots and parcels of land in the District for Fiscal Year 2023-24 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file a written report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such report (the “Engineer’s Report”) with the City Clerk, and the City Clerk has presented the Engineer’s Report to the City Council; and

WHEREAS, on July 18, 2023, the City Council adopted Resolution No. 23-091 approving the Engineer’s Report, which calculated the annual assessments for the parcels in said District, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for August 15, 2023, was duly published on August 5, 2023.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against

the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No. 1" (the "District") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2023 and ending June 30, 2024, to pay for the costs and expenses of the improvements described in the Engineer's Report.

3. That the City Council hereby determines that the territory within the District, whose boundaries are set forth in the Engineer's Report, on file with the City Clerk of the City of Yuba City, will be the territory benefited by the maintenance and servicing of the improvements described in said Report.
4. That the hearing on said annual levy of assessment was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved as to the District, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessments for District No. 1, Zones of Benefit "A" and "B," for Fiscal Year 2023-24 are proposed to remain the same as the previous year as described in the Engineer's Report. The assessments for District No. 1, Zone of Benefit "B_1," and "B_2" for Fiscal Year 2023-24 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved for Zones of Benefit "B_1" and "B_2" at the time of the Districts' formations.
6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report.
7. That the assessment diagram showing the assessment district referred to in said Resolution of Intention, and also the subdivision of land within the District, as contained in said Engineer's Report, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.
8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 18, 2023.
9. As the levies remain the same as prior years, the assessments for District No. 1 Zones of Benefit "A" and "B" are exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218). Likewise, although the levies have increased for District No. 1 Zones of Benefit "B_1" and "B_2" as compared to the prior year, the levy amounts are consistent with and less than the previously approved Cost of Living Adjustment adopted at the times of formation of the Districts pursuant to Proposition 218, and as such, the levies for District No. 1 Zones of Benefit "B_1" and "B_2" are likewise exempt from further compliance with Proposition 218.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of August 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, City Clerk Administrator

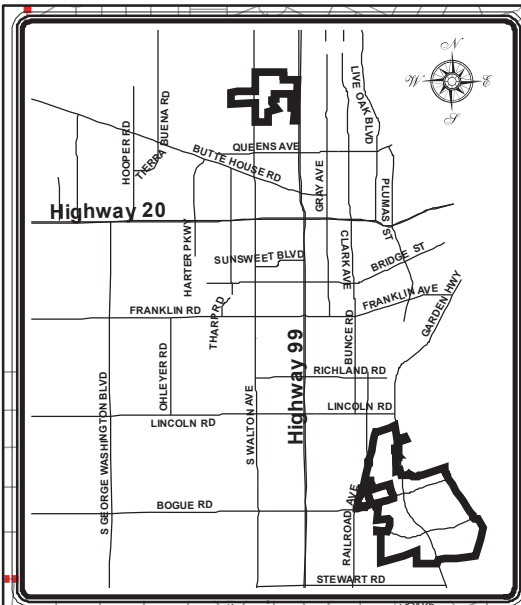
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

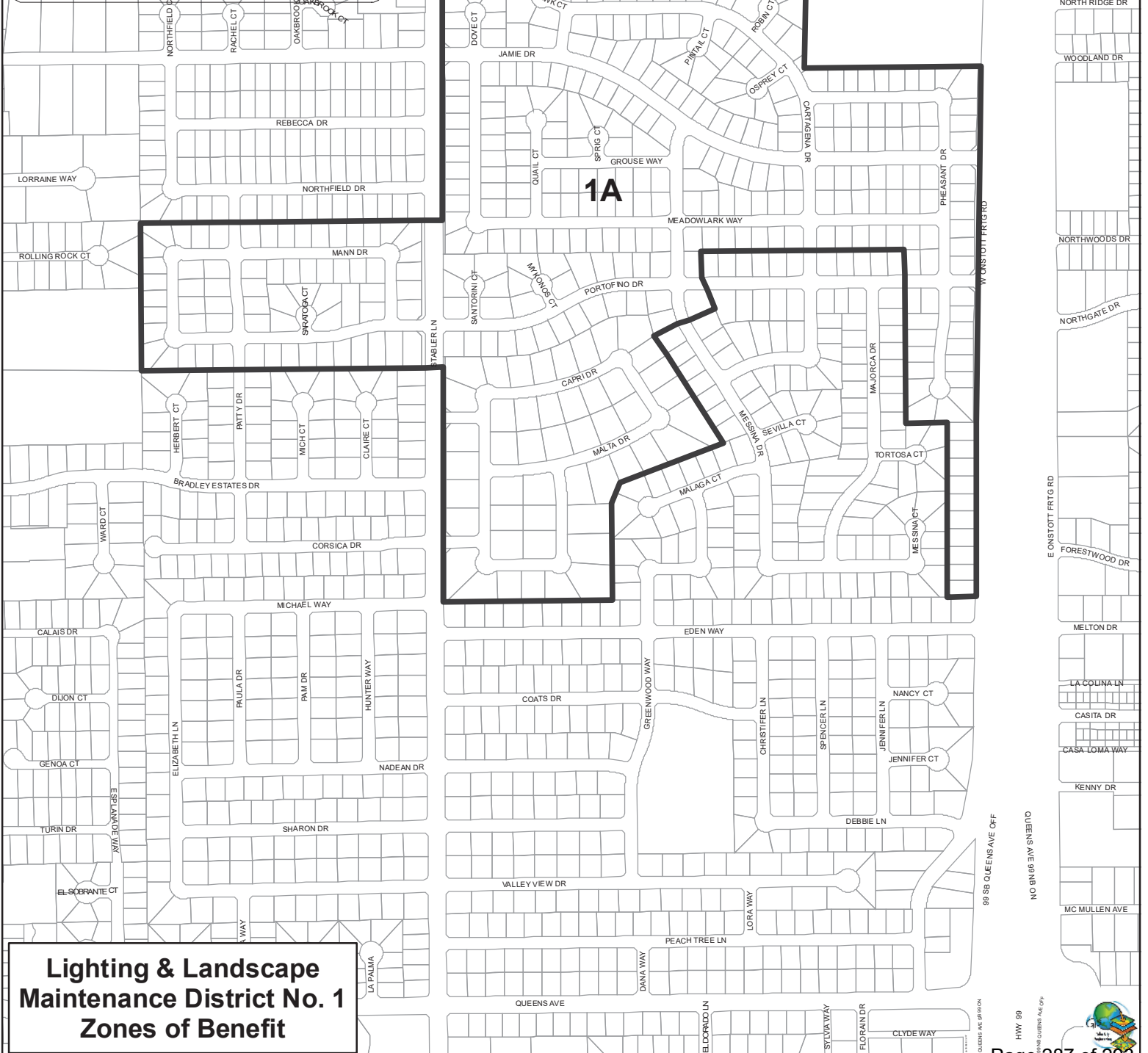
Exhibit A – District Map

EXHIBIT A



Legend

- Maintenance Districts
- City Limits



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

99 SB QUEENS AVE OFF

QUEENS AVE 99 NB ON

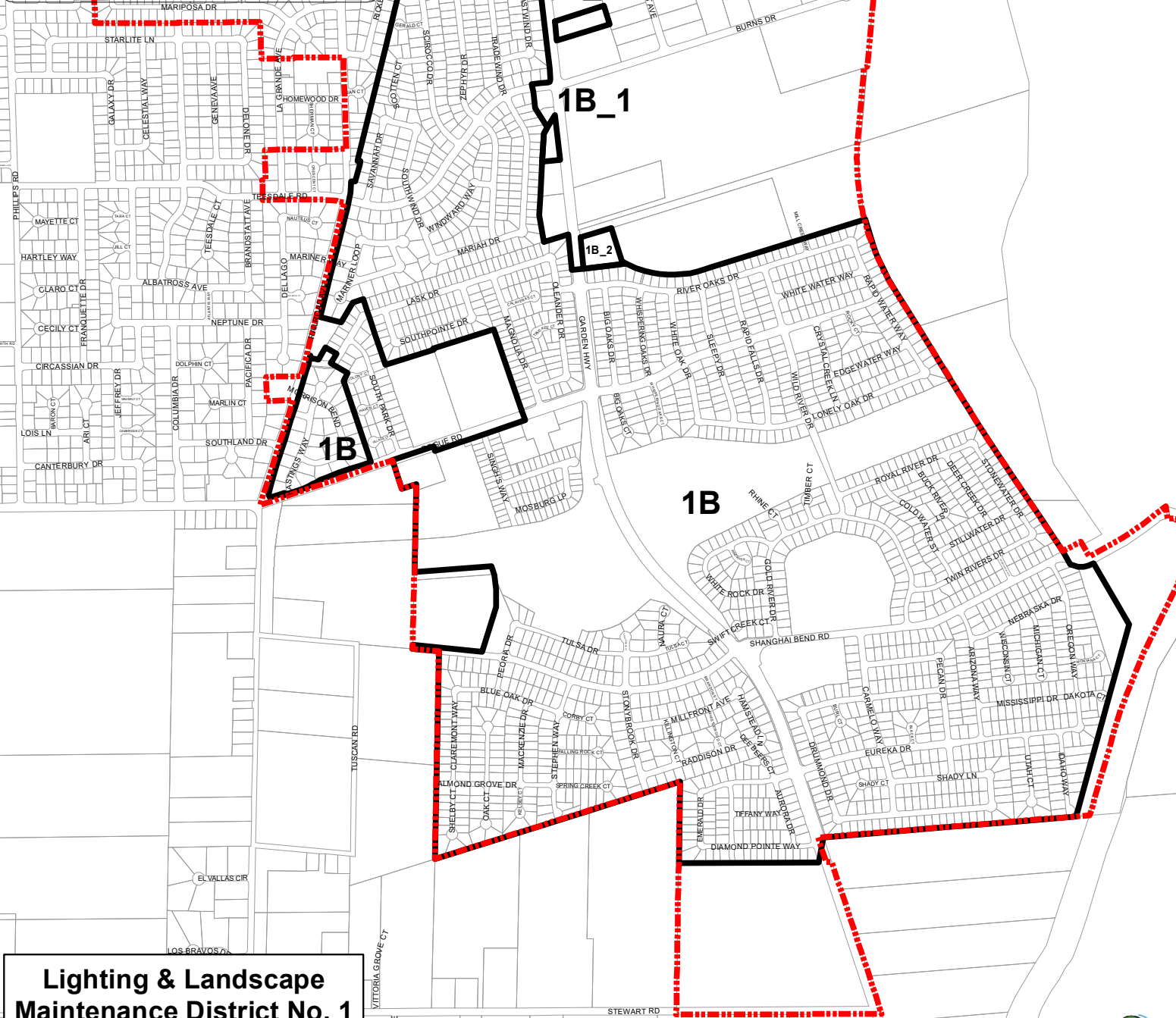
HWY 99

QUEENS AVE 99 ON



Legend

- Maintenance Districts
- City Limits



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



ATTACHMENT 2

DISTRICT 1 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2022/23 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
1	A	\$56.72	\$0.00	\$56.72
	B	\$29.50	\$0.00	\$29.50
	B_1	\$38.92	\$2.69	\$38.93
	B_2	\$356.26	\$24.68	\$356.27

CITY OF YUBA CITY

Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Pasquale
- Councilmember Shaw
- Vice Mayor Harris
- Mayor Kirchner

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Council Reports

- Councilmember Boomgaarden
- Councilmember Pasquale
- Councilmember Shaw
- Vice Mayor Harris
- Mayor Kirchner

Adjournment