



AGENDA

NOVEMBER 7, 2023

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

**5:45 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
CITY COUNCIL - CITY OF YUBA CITY
NOVEMBER 7, 2023
5:45 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://yubacity-net.zoom.us/webinar/register/WN_XBTD6TnTSxOiObKvor3QVg. 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 Legal Counsel – Existing Litigation (Government Code, § 54956.9(d)(1))
Name of Case(s): Bryn Roebuck Kunde
Claim No. 0696610146

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. **100 Year Birthday Proclamation for Past Yuba City Fire Chief William Burke**
2. **Veterans Appreciation Proclamation**
3. **Moose Lodge 75 Year Anniversary Proclamation**
4. **Small Business Saturday Proclamation**
5. **Yuba Sutter Chamber of Commerce New Executive Director, Janell Willis Introduction**
6. **New Local Homeless Action Plan and Point in Time Count Presentation**
7. **Homelessness Awareness Month Proclamation**

Public Communication

8. 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.

9. Minutes from the October 17th, and 18th, 2023 meeting

Recommendation: Approve the minutes from the October 17th, and 18th, 2023 meeting

10. Yuba City Firefighters' Local 3793 (Local 3793) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Local 3793

B. Authorizing the Finance Director to amend the salary schedule

C. Authorizing the Finance Director to prepare a supplemental appropriation in the amount of \$1,107

11. Yuba City Fire Management (FM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Yuba City Fire Management

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare a supplemental appropriation in the amount of \$27,831

12. Police Mid-Managers (PMM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Police Mid-Managers

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$46,459

13. Police First Level Managers (PFLM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Police First Level Managers

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$55,004

14. First Level Managers (FLM) 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

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$61,847

15. Mid-Managers (MM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Yuba City's Mid-Managers bargaining unit

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

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$42,846

16. Confidential Resolution

Recommendation: Adopt a Resolution:

A. Approving the Resolution with the Confidential Employees

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$6,951

17. Department Head Salary Schedule

Recommendation: A. Adopt a Resolution authorizing the Finance Director to amend the salary schedule effective July 15, 2023

B. Adopt a Resolution authorizing the City Manager to negotiate any salary changes with department heads

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$28,221

18. Fiscal Year 2024-2025 Waste Tire Enforcement Grant Application

Recommendation: Adopt a Resolution authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2024-25

19. Personal Protective Equipment Extractors

Recommendation: Adopt a Resolution:

A. Authorizing the sole source purchase of three soft-mount Personal Protective Equipment (PPE) Extractors from AllStar Fire Equipment Inc. in the amount of \$17,310.78, with the finding that it is in the best interest of the City

B. Authorizing the Finance Director to transfer \$17,310.78 from account 1305-62701 into account 2310-64206

20. Consideration of a Development Agreement for the Sohal Ranch Tentative Subdivision Map (TSM) 22-02 and the associated Mitigated Negative Declaration

Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006), and waive the second reading

21. **Sutter Butte Flood Control Agency Letter of Support for the Yuba City Sediment Removal Project**
Recommendation: Authorize the Mayor to submit a Letter of Support for the Sutter Butte Flood Control Agency Yuba City Sediment Removal Project
22. **Community Sponsorship**
Recommendation: Consider the sponsorship request from the Sutter County Community Memorial Museum Association, and if approved:

A. Adopt a Resolution to approve a monetary sponsorship request from the Sutter County Community Memorial Museum Association of \$1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event
23. **Consideration of 763 Reeves Ave Public Convenience or Necessity Request**
Recommendation: Adopt a Resolution making a finding of public convenience or necessity for the transfer of a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control (ABC) License at the northeast corner of Cooper Ave and Reeves Ave (763 Reeves Ave)
24. **Water Treatment Plant Backwash Flowmeter**
Recommendation: Approve a Capital Acquisition of an Endress Hauser clamp-on flowmeter for the backwash valve at the Water Treatment Plant
25. **Appointments to the City of Yuba City Youth Commission**
Recommendation: Approve the Recommendations for Appointments to the Youth Commission
26. **Proposition 1 Integrated Regional Water Management Round 1 Grant Project 5 (Environmental Document Approval)**
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption for the Proposition 1 Integrated Regional Water Management Round 1 Grant Project 5 – Trash Capture Device in Gilsizer Slough Project (21-18)
27. **Didar S. Bains Park - Storm Drain Connection**
Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 4 Categorical Exemption

B. Awards a construction contract to North Star Construction and Engineering, Inc. in the amount of \$127,676.39 through Sourcewell Contract No. CA-R3-GS02-123021-NSC, with the finding that it is in the best interest of the City

C. Authorizes the City Manager to execute all necessary documents related to the project

Business Items

28. **Public Hearing No. 1 for Updating of City Councilmember District Boundaries for Annexed Property**
Recommendation: A. Receive a report from staff on the redistricting process and permissible criteria to be considered to redraw district

boundaries; and

B. Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City

29. Laboratory Fee Schedule Update

Recommendation: Adopt a Resolution amending the Schedule of Fees and Charges for City Services to update the fees for laboratory services for Fiscal Year 23/24

30. 2024 City Council Meeting Calendar

Recommendation: Cancel the January 2 and August 6, 2024 Regular Council Meetings and provide for Special Workshops to be scheduled as needed

Future Agenda Items

31. 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

32. City Manager's Report

33. City Council Reports

Adjournment



Proclamation

of the City Council

Celebration of 100 Years of Life *Retired Fire Chief William E. Burke*

WHEREAS, William E. Burke was born November 2, 1923, in Roswell, New Mexico, the 7th of 11 siblings; and

WHEREAS, in 1941 he graduated from Lynwood High School in Southern California and enlisted in the Army Air Corps in November of 1942, serving during World War II; and

WHEREAS, also in 1942 he married his high school sweetheart Margie, and they had 4 children, and currently have 10 grandchildren – two of which are carrying on the tradition of firefighting; and

WHEREAS, in 1945 he left the Army and relocated back to Southern California and in 1946 he began his fire service career. He was quickly promoted to Captain, the youngest to do so in Southern California at the time and worked in Southern California until 1964; and

WHEREAS, in 1964 he became Yuba City's Fire Chief and immediately strengthen the professionalism at the Yuba City Fire Department; and

WHEREAS, Fire Chief William Burke served the Yuba City Community from 1964 and retired in 1980. Here are some of his accomplishments:

- 1966 - Assisted in implementing the Fire Science Degree Program at Yuba College
- Lead the effort for the design and development of the training tower at Fire Station 1
- Was instrumental in acquiring the land and building Fire Station 2 located on Gray Avenue which opened in 1979
- Upgraded fire engines, personnel, training and equipment to keep up with always changing hazards, implemented pre-hospital emergency medical care services delivered by YCFD; and

WHEREAS, Chief Burke was also very involved with community organizations such as Local Red Cross, American Legion Post 705 – Boy Scout Liaison, Rotary Club and the Lion's Club; and

WHEREAS, on this centennial celebration of Chief William Burke's birthday, the City of Yuba City would like to acknowledge his invaluable contributions to the Yuba City Fire Department and the City of Yuba City. His involvement, professionalism and leadership were exemplary and set the stage for the life safety services provided by the Yuba City Fire Department today.

NOW, THEREFORE, BE IT RESOLVED, I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby honor and congratulate retired Fire Chief William E. Burke on his celebration of 100 Years of Life and his selfless contributions to the City of Yuba City Community.

Done this 7th day of November 2023, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Veterans Day

November 11, 2023

WHEREAS, it has long been a custom to commemorate November 11, the anniversary of the ending of World War I, by paying tribute to the heroes of that tragic struggle and by rededicating ourselves to the cause of peace; and

WHEREAS, throughout the history of our nation, our men and women in uniform have risked their lives to protect the interests of our country and defend our freedoms; and

WHEREAS, Yuba City Citizens and Americans throughout the United States live in freedom because of the contributions and sacrifices made by those who have served and by those who continue to serve; and

WHEREAS, these sacrifices are also made by the family members who support these men and women who preserve the liberties that enrich both this community and the Nation; and

WHEREAS, Yuba City is honored to be the home of about 4,800 veterans; and

WHEREAS, on this Veterans Day, Yuba City remembers that we are forever indebted to the service members who have fought and died in defense of our country; and

WHEREAS, as we reflect upon the enormous contributions made to our Commonwealth and country by our fallen heroes, we also pay tribute to a new generation who have chosen to serve in the United States Armed Forces and remain committed to sustaining this legacy of unyielding patriotism.

NOW, THEREFORE, BE IT RESOLVED, I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby recognize November 11, 2023, as **VETERANS DAY** and I call this observance to the attention of all Yuba City citizens.

Done this 7th day of November 2023, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Yuba City Moose Lodge #1204

75th Anniversary

WHEREAS, the City of Yuba City would like to celebrate and recognize Yuba City Moose Lodge #1204 on its 75th Anniversary; and

WHEREAS, the Yuba City Moose Lodge #1204 established the first lodge on Bridge Street, then relocated to Wilbur Avenue and in 1975 they moved to their current location at 205 South Walton Avenue; and

WHEREAS, the Yuba City Moose Lodge is the embodiment of community. Its motto is “*An International Organization of Men and Women Dedicated to Caring for Young and Old, Bringing Communities Closer Together, and Celebrating Life*”; and

WHEREAS, the Yuba City Moose Lodge annual events are, but not limited to, the Annual Picnic at Lake Minden, St. Patrick’s Day Dinner, Kids Christmas, Halloween Party-Trunk or Treat, Free Veteran’s Day Dinner, Easter Egg Hunt, Mother’s Day Barbecue, Labor Day Barbecue, Thanksgiving Dinner, and the Luau; and

WHEREAS, the charities they donate to include, but not limited to are, SAYLove, The Diabetes Association, Relay for Life, Casa de Esperanza, Special Olympics, Adopt a Highway Clean Up, Women of Moose Scholarship, Moose Charities, Moose Riders Toy Drive, local schools, and many more; and

WHEREAS, congratulations to the Yuba City Moose Lodge #1204 on celebrating 75 years in the Yuba City community and we are grateful for the generous contribution to the quality of life we all enjoy.

NOW, THEREFORE, BE IT RESOLVED, I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby recognize the Yuba City Moose Lodge #1204 and celebrating their 75th Anniversary.

Done this 7th day of November 2023, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Small Business Saturday

November 25, 2023

WHEREAS, locally owned businesses contribute to our unique and vibrant community character; and

WHEREAS, small businesses are the backbone of our economy, and the glue that holds communities together - creating jobs, boosting the local economy and preserving our neighborhoods; and

WHEREAS, in 2022, U.S. shoppers who shopped at independent retailers and restaurants on Small Business Saturday reported spending an estimated \$17.9 billion dollars; and

WHEREAS, 72% of people who shop on Small Business Saturday end up shopping at local businesses more often; and

WHEREAS, respondents who shopped on Small Business Saturday agree that shopping at small, independently owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact; and

WHEREAS, consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, 67 cents out of every dollar spent goes back into the local community; and

WHEREAS, we are grateful to the small locally owned businesses of Yuba City for their generous contribution to the quality of life we all enjoy.

NOW, THEREFORE, BE IT RESOLVED, I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby recognize November 7, 2023, as **Small Business Saturday**, and urge the citizens of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Done this 7th day of November 2023, at the City of Yuba City, County of Sutter, State of California.



Introduction of the New Executive Director for the Yuba-Sutter Chamber of Commerce

Janell Willis

To contact Janell Willis directly:



Janell Willis
Executive Director

jwillis@yubasutterchamber.com

Direct 530.812.1170
Office 530.743.6501
Cell 530.777.8244

1300 Franklin Road
Yuba City, CA 95993



Johnny Burke, Executive Director Sutter Yuba Homeless Consortium will be presenting on the new Local Homeless Action Plan and Point in Time Count for homeless in the Yuba Sutter area.

Here is the link to the Sutter Yuba Homeless Consortium – [WEBSITE](#)

Sutter Yuba Homeless Consortium

PO Box 3642

Yuba City Ca 95992

Johnny Burke

director@syhomelessconsortium.org

530-632-5761



Proclamation

of the City Council

HOMELESSNESS AWARENESS MONTH

November 2023

WHEREAS, homelessness is a challenge that has existed in Yuba City, across the state, and throughout the nation for many decades, impacting the lives of individuals and families, many of whom come from our own neighborhoods; and

WHEREAS, Yuba City partners with numerous public and private agencies to develop solutions to homelessness that truly address the underlying situations for each individual who finds himself or herself homeless; and

WHEREAS, since 2016, Yuba City and its partners have been rapidly implementing shelter and housing programs that are designed with best practices to resolve homelessness; and

WHEREAS, programs such as the Yuba City Police Department's Homeless Liaison Officers, Better Way, Hands of Hope, and the Coordinated Entry System have been achieving success as collaborative resources added within the last seven years, increasing shelter beds and housing stock; and

WHEREAS, we recognize that many of those living on the streets are people from our own communities who fell onto hard times or endured other difficult situations that carried them into homelessness, and that it often takes the strength of the whole community to help them regain hope and independence; and

WHEREAS, it is important to educate the public about the many reasons people are homeless, including the shortage of available housing for very low income residents, and to encourage support for homeless assistance service providers as well as community service opportunities through mentoring and relationship building; and

WHEREAS, the people of Yuba City recognize that homelessness continues to be a serious problem for hundreds of individuals and families in the region, and that we as a community cannot stand idly by, as long as this struggle continues.

NOW, THEREFORE, BE IT RESOLVED, I, Wade Kirchner, Mayor of the City of Yuba City and on behalf of the entire City Council, hereby joins in recognition of Homelessness Awareness Month, and encourages all citizens to be aware that many people do not have housing and need support from residents, as well as private and public service entities.

Done on this 7th day of November, 2023 in the City of Yuba City, County of Sutter, State of California.

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: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the October 17th, and 18th, 2023 meeting
Recommendation: Approve the minutes from the October 17th, and 18th, 2023 meeting
Fiscal Impact: None

Attachments:

1. 10-17-2023 - Regular Meeting Minutes (DRAFT)
2. 10-18-2023 - Special Meeting Council and Housing Successor Agency (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF THE HOUSING SUCCESSOR AGENCY
AND CITY COUNCIL - CITY OF YUBA CITY
OCTOBER 17, 2023

5:45 P.M. CLOSED SESSION
FREMONT ROOM

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 5:45 PM

Roll Call

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

Absent: None

Closed Session

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

Property: APN 51-095-020, located at 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 public comment received

Regular Meeting

Call to Order

The Regular City Council Meeting and the Housing Successor Agency was called to order by Mayor Kirchner at 6:00 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Sutter County Sheriff's Chaplain – Dave Kugleman

Pledge of Allegiance to the Flag

Councilmember Dave Shaw

City Attorney's Report on Closed Session Items

No reportable action

Modifications/Approval of Agenda

No changes were made

Ceremonial Presentations

1. Retirement Proclamation for Robert Condrey, Parks and Grounds Superintendent

Mayor Kirchner presented a proclamation to Rob Condrey

2. Sikh Awareness and Appreciation Month Proclamation

Mayor Kirchner presented a proclamation to Sarb Thiara, Sikh Temple President, and Temple Directors

3. Domestic Violence Awareness Month Proclamation

Mayor Kirchner presented a proclamation to Mina York, Community Outreach Coordinator for Casa de Esperanza

Public Communication

4. Appearance of Interested Citizens

Kim Marquard spoke

Consent Calendar

Councilmember Pasquale moved and Councilmember Shaw seconded the motion to approve Consent Calendar items 5-8

5. Minutes from the October 3rd, 2023 meeting

Approve the minutes from the October 3, 2023 meeting

6. 2024 Minimum Wage Increase

Adopt **Resolution 23-134** to adjust the City's salary schedule to comply with the new California wage requirements effective January 1, 2024

7. Emergency Organization Structure

Adopt **Ordinance 013-23** of the City Council of the City of Yuba City, California,

Amending Chapter 8 of the Yuba City Municipal Code regarding emergency organization, and waive the second reading

8. Green Means Go Program – Harter Parkway Corridor Improvement Project

Adopt **Resolution 23-135** which takes the following actions:

A. Authorizes the City Manager to accept and execute all documents associated with the Green Means Go Program – Harter Parkway Corridor Improvement Project grant award on behalf of the City

B. Authorizes the Finance Director to make any necessary budget adjustments and supplemental appropriations to receive the grant funding and provide the City's required match funds

The motion was passed unanimously

Business Items

9. Revenue Ad Hoc Committee Recommendation

Received an update from the City Manager and recommendation from the Revenue Ad Hoc Committee comprised of Vice Mayor Harris and Councilmember Boomgaarden

10. FY23/24 Cannabis Tax Fund Grant Program (CTFGP) from the California Highway Patrol (CHP)

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

Councilmember Shaw moved and Councilmember Pasquale seconded the motion to:

B. Adopt **Resolution 23-136** authorizing the Chief of Police to accept \$21,300 in grant funding from the 2023/2024 Cannabis Tax Fund Grant Program and approve expenditure recommendations;

C. Authorize a supplemental appropriation in the amount of \$21,300 to Account No. 100-43496, 2164-61430 and 2164-63801

The motion was passed unanimously

11. Award of FY 23-24 Selective Traffic Enforcement Program (STEP) Grant, to include DUI Enforcement and Education Efforts

Mayor Kirchner opened a Public Hearing

No public comment

Mayor Kirchner closed the Public Hearing

Vice-Mayor Harris moved and Councilmember Boomgaarden seconded the motion to:

B. Adopt **Resolution 23-137** authorizing the Chief of Police to accept \$120,000 in grant funding from the 2023/2024 Selective Traffic Enforcement Program and approve expenditure recommendations;

C. Authorize a supplemental appropriation in the amount of \$120,000 to Account No. 100-43409, 2165-61430, 2165-62801, and 2165-69201 and 2165-63801

The motion was passed unanimously

12. Consideration of a Development Agreement for the Sohal Ranch Tentative Subdivision Map (TSM) 22-02 and the associated Mitigated Negative Declaration.

Mayor Kirchner opened a Public Hearing

Heather Esemann spoke

Sean Minard spoke

Mayor Kirchner closed the Public Hearing

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to:

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065- 010-006), and waive the first reading

The motion was passed unanimously

13. Bogue Road Infrastructure - Newkom Ranch Funding Request

Sean Minard spoke

Vice-Mayor Harris moved and Councilmember Shaw seconded the motion to:

Authorize staff to initiate an amendment to Development Agreement 19-01 for the Newkom Ranch Subdivisions, to implement language related to financing Bogue Road infrastructure, streamlining development processes, and establishing specific time requirements

The motion was passed unanimously

Future Agenda Items

14. Future Agenda Items

No suggestions were made

Reports and Communications

15. City Manager's Report

16. City Council Reports

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

Adjournment

Mayor Kirchner adjourned the Regular Meeting of the City Council and the Housing Successor Agency at 8:16 PM

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
NOTICE AND CALL OF A SPECIAL MEETING
HOUSING SUCCESSOR AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY

OCTOBER 18, 2023 at 6:00PM

CLOSED SESSION AFTER SPECIAL MEETING
BUTTE ROOM

Special Meeting

The Special Meeting of the Housing Successor Agency and City Council was called to order by Mayor Kirchner at 6:00 PM

Roll Call

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

Absent: Councilmember Shaw

Pledge of Allegiance to the Flag

Mayor Kirchner led the pledge

1. Public Communication

No public comment received

Consent Calendar

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to:

**2. Successor Housing Agency to the Yuba City Redevelopment Agency Sale of
1483 Gray Avenue**

Adopt **Resolution 23-138** authorizing the City Manager, as the Executive Director on behalf of the Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 1483 Gray Avenue (APN 51-095-020), and all other necessary documents, in the amount of \$275,000 to Khan Khan and Nasim Khan, and authorize the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund

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

Closed Session

A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.) Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Ann Gillen, 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

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

No public comment received

No reportable action

Adjournment

Mayor Kirchner adjourned the Special Meeting and Special Closed Session of the City Council and the Housing Successor Agency at 6:44 PM

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

/js

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 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 (Local 3793) Memorandum of Understanding (MOU)
Recommendation: Adopt a Resolution:

- A. Approving the Memorandum of Understanding with Local 3793
- B. Authorizing the Finance Director to amend the salary schedule
- C. Authorizing the Finance Director to prepare a supplemental appropriation in the amount of \$1,107

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$1,107. The increase for Fiscal Year 2024-2025 is \$1,583.

Purpose:

To approve the Yuba City Firefighters' Local 3793 (Local 3793) Memorandum of Understanding (MOU) effective July 1, 2023 through June 25, 2027, in summary: addition of salary survey and comparable agencies and City; effective November 18, 2023, 1.4% bilingual pay; administrative "clean up" in health plans and employee assistance program.

Council's Strategic Goal:

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

Background:

On June 20, 2023, City Council approved a four-year MOU term. As a result of a wage re-opener, Local 3793's MOU was approved on August 15, 2023, which included a salary increase and future wage re-openers. This will be the third time that the MOU has gone to City Council for approval. The City and Local 3793 met again, after the MOU was approved by both parties, to continue the discussion on the salary survey and comparable agencies. Since City staff was updating how bilingual pay was being administered, the parties also discussed the proposed bilingual pay changes.

Analysis:

Local 3793 have agreed to a Memorandum of Understanding that, in summary, includes the following items:

1. MOU, 5.1, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
2. MOU, 5.10, Bilingual Pay: Effective November 18, 2023, 1.4% of base rate of pay for speaking a

foreign language.

3. MOU, 7.1, Health Plans: Administrative "clean up".

4. MOU, 7.5, Employee Assistance Program: Administrative "clean up".

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$1,107. The increase for Fiscal Year 2024-2025 is \$1,583. Authorize the Finance Director to make the following supplemental appropriations to the FY 23/24 Adopted Budget: Fire 2310-61210 \$1,107.

Alternatives:

1. Do not approve Local 3793's MOU which will result in no updated MOU. 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 Local 3793.

B. Authorizing the Finance Director to amend the salary schedule.

C. Authorizing the Finance Director to prepare a supplemental appropriation in the amount of \$1,107.

Attachments:

1. Attachment 1 Local 3793 Costing
2. Attachment 2 Local 3793 Resolution
3. Attachment 3 Local 3793 MOU
4. Attachment 4 Local 3793 Salary Schedule

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Local 3793 - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Bilingual Pay 1.4% - effective November 18, 2023	\$ 1,107		1,107
Two -Year Cost Projections			
Total Cost	\$ 1,107	\$ -	\$ 1,107
FY 2024-25			
Bilingual Pay 1.4%	\$ 1,583		1,583
Two -Year Cost Projections			
Total Cost	\$ 1,583	\$ -	\$ 1,583
<i>General Fund</i>	<i>\$ 2,690</i>		<i>\$ 2,690</i>
<i>Water</i>	<i>\$ -</i>		<i>\$ -</i>
<i>Wastewater</i>	<i>\$ -</i>		<i>\$ -</i>
<i>SASA</i>	<i>\$ -</i>		<i>\$ -</i>
<i>VMF</i>	<i>\$ -</i>		<i>\$ -</i>

ATTACHMENT 2

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 other MOU terms;

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, in summary, the following terms:

1. MOU, 5.1, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
2. MOU, 5.10, Bilingual Pay: Effective November 18, 2023, 1.4% of base rate of pay for speaking a foreign language.
3. MOU, 7.1, Health Plans: Administrative "clean up".
4. MOU, 7.5, Employee Assistant Program: Administrative "clean up".

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 including a supplemental appropriation in the amount of \$1,107.

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 7th day of November 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 3

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



July 1, 2023, through June 25, 2027

Approved as of November 7, 2023

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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 conferred 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. Permission is given with the understanding that no political, inflammatory, or derogative information will be distributed. All usage is subject to the City Computer and E-mail Usage Policy.

Article 5 – Wages

5.1 Salary Surveys

Salary Surveys include only the following Comparable Agencies: City of Chico; City of Davis; City of Lodi; City of Manteca; City of Merced; City of Rocklin; City of Turlock; City of West Sacramento; and the City of Woodland; and will use only the following compensation data: Top Step Salary; Education Pay (maximum); Longevity Pay (maximum); Health Benefits (employer's maximum contribution towards family medical, dental, & vision); Employer Deferred Compensation Contribution; and employer pickup of employee pension costs and employer pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

5.2 Salary Increase

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

5.3 Wage Reopeners

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.

5.4 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.

5.5 Fire Prevention

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

5.6 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 in the amount of seven and a half percent (7.5%) of their base hourly rate of pay for those hours worked as a supervisor.

5.7 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 in the amount of seven and a half percent (7.5%) of their base hourly rate of pay for those hours operating the Fire Apparatus.

5.8 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 workday begins at 8:00 a.m. and consists 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 (212) 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.

5.9 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.

5.10 Bilingual Pay

Effective November 18, 2023, employees who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

Article 6 - Vacation

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 lowest cost health plan available to this bargaining unit.

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 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 a Cash-in-Lieu benefit based upon the lowest cost health plan.

The employee making the election covered above, receives the difference between the Cash-in-Lieu benefit 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:

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%, major coverage is 60%, and vision allowance is \$800 in 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, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing as to whether the City will pay for the enhanced dental/vision benefits set forth above 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 Agreement.

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

An EAP is provided to employees, spouses, and dependents. The EAP covers six (6) counseling visits per incident with no limit on the number of incidents per year for each employee and their family.

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 that 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 are not 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. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year.

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. The 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 on specific billets that 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, 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 new members, 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 new members 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. 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) of this Agreement. These medical tests 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 on 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 will 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 will have all leave usage banks converted using a multiplier factor of 1.4 for each hour 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 are applied at the hourly rate used by the employee during the temporary or permanent assignment.
- C. Leave conversion rates are applied to all leave accrual banks provided to the employee by the City.

Article 22 – Review of Performance Evaluation

In general, performance related issues, that have been previously documented in a performance evaluation, but 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 those items in making a

final recommendation to pass or fail an employee on probationary status. In no performance evaluation, including reference to this section, is subject to appeal of the given procedure. However, employees may request the Director of Human Resources to review a performance evaluation that contains reference to performance-related issues that 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 is 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 employees who are required to maintain a Class A or B California Driver's License as a job requirement will 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 will 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 will be made in five percent (5%) increments from the pay rate for the classification. The 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 may 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: _____

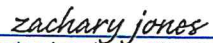
Local 3793



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

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
3220	FIREFIGHTER I	FIRE					29,49
3230	FIREFIGHTER II	FIRE					5,669
							32.71
							8,654
3240	FIRE - APPARATUS OPERATOR	FIRE				9,076	9,530
						52.36	54.98

Pensionable Compensation for New Members (PEPRA)

MOU Article 5.10 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

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%

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

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

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

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 must submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources will review requests. Each request is 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 will be in favor of the employee.

The decision of the labor-management committee is final and binding and is not 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 Family Care Leave (Human Resources Rule 2.11 (D)) are 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 may be issued in a standard form used by the City. A copy of the counseling memo may 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 may 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		Annual
Asbestos Questionnaire		Annual
Latex Allergy Screening		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	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 the 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 the 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 PEPRAs) 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 4

**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	9,425	9,896	10,391	10,910
			51.78	54.38	57.09	59.95	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	9,530
						52.36	54.98

Pensionable Compensation for New Members (PEPRA)

MOU Article 5.10 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

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%

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

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Yuba City Fire Management (FM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Yuba City Fire Management

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare a supplemental appropriation in the amount of \$27,831

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$27,831. The increase for Fiscal Year 2024-2025 is \$27,831.

Purpose:

To approve the Yuba City Fire Management Memorandum of Understanding (MOU) which includes, in summary, a wage increase of 3.25% effective July 1, 2023; MOU extension end date of June 25, 2027; effective November 18, 2023, 1.4% bilingual pay; updates wage re-openers to January 2025, May 2025, May 2026; updates to FLSA and new salary smoothing language; addition of reimbursement language for Fire Marshal and salary survey and comparable agencies; administrative "clean up" in the dental and vision, health plans, and cash-in-lieu provisions.

Council's Strategic Goal:

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

Background:

Fire Management's Memorandum of Understanding (MOU) is effective July 3, 2021 through June 30, 2024. Within the MOU, there is a wage re-opener that requires the City and Fire Management to meet on the subject of wages. As a result, the City and Fire Management met to discuss the wage re-opener.

Analysis:

The City and Fire Management met to discuss the wage re-opener for FY 23/24 and they have agreed to a Memorandum of Understanding that includes, in summary, the following items:

1. MOU, first page: MOU extended to June 25, 2027.
2. MOU, 3.2, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
3. MOU, 3.3, Salary Increases: Effective July 1, 2023, the classification of Battalion Chief and Fire Marshal will receive a three and one quarter percent (3.25%) salary increase.
4. MOU, 3.5, Wage Reopeners: Agreement on wage re-openers in January 2025, May 2025, and May 2026.
5. MOU, 3.6, Bilingual Pay: 1.4% for employees who are proficient in speaking a foreign language.
6. MOU, 3.9, Fire Protection Employees: This language provides the same FLSA cycle and salary smoothing as Local 3793. Additionally, the language notes that the Fire Marshall is exempt.
7. MOU, 5.1, Health Plans: Administrative "clean up".
8. MOU, 5.2, Medical-in-lieu: Administrative "clean up".
9. MOU, 5.3, Dental and Vision Plans: Administrative "clean up".
10. MOU, Article 15, Reimbursements for Fire Marshal: This language provides for the Fire Marshal to be reimbursed should the City bill for, and receive, reimbursement for their work performed that is in excess of normal management expectations.

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$27,831. The increase for Fiscal Year 2024-2025 is \$27,831. Authorize the Finance Director to make the following supplemental appropriations to the FY 23/24 Adopted Budget: Fire-Administration 2305-61210 \$6,279; Fire 2310-61210 \$21,552.

Alternatives:

1. Do not approve Yuba City Fire Management Memorandum of Understanding which will result in no changes. If this occurs, Staff will require direction to address next steps with Fire Management.

Recommendation:

Adopt a Resolution:

- A. Approving the Memorandum of Understanding with Yuba City Fire Management.
- B. Authorizing the Finance Director to amend the salary schedule.
- C. Authorize the Finance Director to prepare a supplemental appropriation in the amount of \$27,831 .

Attachments:

1. Attachment 1 Costing
2. Attachment 2 Resolution
3. Attachment 3 FM MOU
4. Attachment 4 FM Salary Schedule

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Fire Management - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Salary increase - 3.25% COLA	\$ 27,067		27,067
Bilingual Pay 1.4% - No Utilization	\$ -		-
28-Day FLSA Cycle	764		764
Total Cost	\$ 27,831	\$ -	\$ 27,831
FY 2024-25			
Salary increase - 3.25% COLA	\$ 27,067		27,067
Bilingual Pay 1.4% - No Utilization	\$ -		-
28-Day FLSA Cycle	764		764
Total Cost	\$ 27,831	\$ -	\$ 27,831
General Fund	\$ 55,662		\$ 55,662
Water	\$ -		\$ -
Wastewater	\$ -		\$ -
SASA	\$ -		\$ -
VMF	\$ -		\$ -

ATTACHMENT 2

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE YUBA CITY FIRE MANAGEMENT (FM)
MEMORANDUM OF UNDERSTANDING
JULY 1, 2023 – JUNE 25, 2027**

WHEREAS, the City recognizes the Yuba City Fire Management (FM) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and FM met and conferred over the Memorandum of Understanding and;

WHEREAS, the City appreciates the efforts and energy the FM have put forth to finalize the MOU.

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

Approve the attached FM Memorandum of Understanding, which, in summary, includes the following terms:

1. MOU, first page: MOU extended to June 25, 2027.
2. MOU, 3.2, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
3. MOU, 3.3, Salary Increases: Effective July 1, 2023, the classification of Battalion Chief and Fire Marshal will receive a three and one quarter percent (3.25%) salary increase.
4. MOU, 3.5, Wage Reopeners: Agreement on wage re-openers in January 2025, May 2025, and May 2026.
5. MOU, 3.6, Bilingual Pay: 1.4% for employees who are proficient in speaking a foreign language.
6. MOU, 3.9, Fire Protection Employees: This language provides the same FLSA cycle and salary smoothing as Local 3793. Additionally, the language notes that the Fire Marshall is exempt.
7. MOU, 5.1, Health Plans: Administrative "clean up".
8. MOU, 5.2, Medical-in-lieu: Administrative "clean up".
9. MOU, 5.3, Dental and Vision Plans: Administrative "clean up".
10. MOU, Article 16, Reimbursements for Fire Marshal: This language provides for the Fire Marshal to be reimbursed should the City bill for, and receive, reimbursement for their work performed that is in excess of normal management expectations.

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 including a supplemental appropriations in the amount of \$27,831.

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 7th day of November 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Jack Hughes, Special Counsel
Liebert Cassidy Whitmore

ATTACHMENT 3

Memorandum of Understanding
Between
The City of Yuba City
And
The Yuba City Fire Management



July 1, 2023, through June 25, 2027

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Article 1 - Preamble

This Agreement between the City of Yuba City (City) and the Yuba City Fire Management (FM) is to promote the harmonious labor relations between the City and the FM, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by this agreement.

Article 2 - Recognition

The City recognizes the FM as the exclusive representative for the classifications of Fire Battalion Chief and Fire Marshal.

Article 3 - Wages

3.1 Salary Schedule

Employees are on a five (5) step salary schedule which is attached as Appendix "B" Salary Schedule.

3.2 Salary Surveys

Salary Surveys include only the following Comparable Agencies: City of Chico; City of Davis; City of Lodi; City of Manteca; City of Merced; City of Rocklin; City of Turlock; City of West Sacramento; and the City of Woodland; and will use only the following compensation data: Top Step Salary; Education Pay (maximum); Longevity Pay (maximum); Health Benefits (employer's maximum contribution towards family medical, dental, & vision); Employer Deferred Compensation Contribution; and employer pickup of employee pension costs and employee pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

3.3 Salary Increase

Effective July 1, 2023, the classification of Battalion Chief will receive a three and one quarter percent (3.25%) salary increase.

3.4 Benchmark Classification

The top step for the Fire Marshal is benchmarked to the top step of the Fire Battalion Chief.

3.5 Wage Reopeners

The parties agree to reopen to 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 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 shall be no salary adjustment for that year.

3.6 Bilingual Pay

Effective November 18, 2023, employees who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

3.7 Call-Back/Standby Pay

Fire Battalion Chiefs who are assigned to standby status will receive \$1.50 per hour.

A Fire Battalion Chief on standby, who is called back to work, will receive a minimum of two (2) hours of pay at the rate of time-and-one-half their regular rate of pay.

3.8 Mutual Aid Deployment

Division Chiefs assigned to Battalion Chief position due to backfilling mutual aid deployment and the inability to fill the position through primary staffing will receive compensation for the time spent outside of their regular work schedule at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services. The mutual aid deployment primary staffing is: 1) Battalion Chief. The mutual aid deployment secondary staffing is: 1) Division Chief (Mid-Management) 2) Fire Chief 3) Acting Battalion Chief from Local 3793. Mutual aid deployment secondary staffing only applies when, in the discretion of the Fire Chief or designee, the staffing need cannot be timely filled via the primary staffing process to support minimum staffing or pressing operational needs.

3.9 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 workday 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 (212) 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.

3.10 Fire Marshals

Fire Marshals are exempt from FLSA overtime.

Article 4 - Retirement

4.1 Retirement Terminology

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

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

- An individual who becomes a member of a qualifying 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
- An individual who becomes a member of a qualifying 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
- An individual who established prior membership in a qualifying public 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.

4.2 Retirement Formulas

- A. Employees hired before July 1, 2012, receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired after June 30, 2012, who are not classified as a new member receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after December 31, 2012, who are classified as new members receive the 2.7% at 57 safety 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.
- D. 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 5 – Medical Plans

5.1 Health Plans

The City pays 80% of the lowest cost health plan available to this bargaining unit.

5.2 Medical-in-lieu

Cash-in-Lieu payments may be available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse's employer (and thus reduces the level of health care coverage taken through the City) be as follows:

- A. Employees who reduce the level of health care coverage that they are entitled to, 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. The Cash-in-Lieu benefit is based upon the lowest cost health plan.
- B. The employee making the election covered above, receives the difference between the Cash-in-Lieu benefit that would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.
- C. The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer, such as a spouse's employer, are based on the below percentages of the current lowest cost health plan:

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

5.3 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%, major coverage is 60%, and vision allowance is \$800 in 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, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing as to whether the City will pay for the enhanced dental/vision benefits set forth above 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 Agreement.

5.4 Life Insurance

The City provides employees with a fifty-thousand-dollar (\$50,000) life insurance policy.

5.5 Employee Assistance Program (EAP)

An EAP is provided to employees, spouses, and dependents. The EAP covers six (6) counseling visits per incident with no limit on the number of incidents per year for each employee and their family.

5.6 Retiree Health Savings Account (RHSA)

Employees contribute two percent (2.0%) of their gross earnings to their RHSA Account.

Article 6 – Deferred Compensation

The City contributes fifty dollars (\$50.00) per month per employee into a City of Yuba City deferred compensation plan.

Article 7 – Certifications

The City pays the costs associated with obtaining and maintaining special certificates 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.

Article 8 – Vacation Accrual

Employees accrue vacation per pay period as follows:

56-hour employees:	bi-weekly rate
0 through 4 years of City service	6.5 hours
5 through 9 years of City service	8.6 hours
10 through 14 years of City service	10.2 hours
15 or more years of City service	11.1 hours
40-hour employees:	bi-weekly rate
0 through 4 years of City service	4.6 hours
5 through 9 years of City service	6.1 hours
10 through 14 years of City service	7.3 hours
15 or more years of City service	7.9 hours

Article 9 – Catastrophic Illness & Injury Program

Under the Catastrophic Illness & Injury Program (Exhibit C) the City will pay its portion of the contribution to the employee's health, dental, vision and life insurance premiums in accordance with the applicable Memorandum of Understanding. The maximum number of hours that may be donated to an employee not covered by this agreement or the Yuba City Firefighters' Association memorandum of understanding in any twelve (12) month period is 160 hours.

Article 10 – Strike Team

Employees participating in Strike Team or Mutual Aid activities covered by the California Fire Assistance Agreement (CFAA) will be compensated at time and one-half the employee's regular rate of pay for hours worked outside of regular duty hours when the City is being reimbursed at the time and one-half rate for that employee.

Article 11 – Counseling Memos

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

Article 12 – DMV License Examination

Physical examinations for employees who are required to maintain a Class A or B California driver's license as a job requirement will 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 will 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 13 – Administrative Leave (Exempt)

13.1 Administrative Leave

Exempt positions receive eighty (80) hours annually of administrative leave and are classified as exempt for overtime purposes.

13.2 Additional Allotment of Administrative Leave

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours may be approved annually. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City Manager.

13.3 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (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.

Article 14 – Holidays

A. For fire suppression employees the City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Christmas Eve

B. Holiday-in-Lieu

Fire suppression employees are in positions that are scheduled to work without regard for the holidays listed above. Fire suppression employees receive holiday-in-lieu at their straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation.

C. For forty-hour employees the City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve or, a combination on both days as approved by the department head.

D. Floating Holiday

Forty-hour employees receive two (2) floating holidays per fiscal year. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year. Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rules.

Article 15 – Tuition Reimbursement

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

Article 16 – Reimbursement for Fire Marshals

16.1 Reimbursable Excess Hours

Employees who are required to work hours in excess of normal management expectations are reimbursed should the City bill for, and receive, reimbursement for their work performed.

16.2 Payment

Reimbursement for the employee will occur in the next month's pay period after the overtime occurs.

16.3 Rate

Reimbursement to the employee will occur at the salary rate billed by the City for those hours over the regularly scheduled salary only, not to exceed time and one half. Employees will not be required to use vacation time while in a special assignment approved by their Department Head.

16.4 Retention by the City

The City will retain reimbursement received by the City in excess of the salary for the employee.

Article 17 – Term of Agreement

This Agreement constitutes the full Agreement between the City of Yuba City and the Fire Management and may not be modified without the mutual consent of both parties. The term of this agreement is July 1, 2023, through June 25, 2027.

Signatures to follow on next page.

Date: _____

City of Yuba City

Diana Langley, City Manager

Michael W. Jarvis, Liebert Cassidy Whitmore

Date: October 24, 2023

Fire Management

Shane Lawson
Shane Lawson

Eric Hankins

Michael LaBlue
Michael LaBlue

Jesse Frias
Jesse Frias

Appendix "A" – Procedure for Reasonable Suspicion

A. Procedures – Reasonable Suspicion Testing

1. A supervisor observes a safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances.

Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee.

2. The supervisor is then obligated to ensure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately relieved from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver license or state-issued photo identification card.

Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collections site.
6. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and

make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

B. Procedures – Random Testing

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site or the mobile unit for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled

substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

C. Procedures – Post Accident

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued, or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The Department Head and Director of Human Resources will be notified that an accident has occurred, and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted

recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

D. Procedures – Return-to-Duty and Follow-up

1. The compliance company notifies the City to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

E. Procedures – Chain of Custody for Controlled Substance Specimens

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at a site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
4. A chain of custody form will be completed by the on-duty technician during the specimen's collection process, attached to, and mailed with the specimen.

F. Procedures – Specimen Collection of Strange and/or Unrecognizable Substances

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.
2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and the witness.
3. The incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

G. Procedures – Alcohol Concentration

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, an initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.
4. The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

Appendix "B" - Salary Schedule

10/26/20233:17 PM

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

Fire Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6055**	FIRE BATTALION CHIEF	FM	10,190	10,700	11,235	11,797	12,387	Monthly
			41.99	44.09	46.30	48.61	51.04	Hourly
6066	FIRE MARSHAL	FM	10190	10700	11,235	11,797	12,387	Monthly
			58.79	61.73	64.82	68.06	71.46	Hourly

FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6140	FIRE BATTALION CHIEF	FM	10,190	10,700	11,235	11,797	12,387	
			58.79	61.73	64.82	68.06	71.46	

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

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” — 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 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) to receive leave.

Exhibit “D” – 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.

ATTACHMENT 4

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

Fire Management

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	
6055**	FIRE BATTALION CHIEF	FM	10,190	10,700	11,235	11,797	12,387	Monthly
			41.99	44.09	46.30	48.61	51.04	Hourly
6066	FIRE MARSHAL	FM	10190	10700	11,235	11,797	12,387	Monthly
			58.79	61.73	64.82	68.06	71.46	Hourly

FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5
6140	FIRE BATTALION CHIEF	FM	10,190	10,700	11,235	11,797	12,387
			58.79	61.73	64.82	68.06	71.46

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

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
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Police Mid-Managers (PMM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Police Mid-Managers

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$46,459

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$46,459. The increase for Fiscal Year 2024-2025 is \$51,700.

Purpose:

To approve the Police Mid-Managers (PMM) three year term Memorandum of Understanding (MOU) effective July 1, 2023 through June 26, 2026, in summary: 2.5% longevity pay upon completion of 15 years of service with City, 1.75% longevity pay upon completion of 20 years of service with City; 1.4% bilingual pay; remove restrictions on type of degrees eligible for education pay; administrative "clean up" for health plans, cash-in-lieu flexible spending accounts, tuition reimbursement, and dental and vision plan provisions; eliminate health benefits committee provision as bargaining unit is in CalPERS medical; eliminate certificates provision as it does not apply to this bargaining unit; eliminate Short Term Disability provision; addition of salary survey and comparable agencies and counseling memorandum provisions; wage re-openers to January 2025 and May 2025, and employee contributions to Retiree Health Savings Account (RHSA).

Council's Strategic Goal:

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

Background:

Police Mid-Manager's Memorandum of Understanding (MOU) expired June 30, 2023. The City and PMM began meeting in April and signed tentative agreements on all matters on September 17, 2023. Since mid-September, PMM and the City's Chief Negotiator, Michael Jarvis, have been finalizing the MOU for ratification and City Council approval.

Analysis:

PMM have agreed to a Memorandum of Understanding that includes, in summary, the following items:

1. Term: Three-year term from July 1, 2023 through June 26, 2026.
2. MOU, 2.2, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
3. MOU, 2.4, Wage Reopeners: Reopeners to discuss the City's financial position and the issue of wages.
4. MOU, 3.2, Longevity: 2.5% longevity pay upon completion of 15 years of service with City, 1.75% longevity pay upon completion of 20 years of service with City.
5. MOU, 3.3, Education Incentive: This provision removes restrictions on the type of degrees eligible for education pay.
6. MOU, 3.4, Bilingual Pay: 1.4% for employees who are proficient in speaking a foreign language.
7. MOU, 3.5, Tuition Reimbursement: Administrative "clean up".
8. MOU, 6.1, Health Plans: Administrative "clean up".
9. MOU, 6.2, Cash-in-Lieu: Administrative "clean up".
10. MOU, 6.3, Dental and Vision Plans: Administrative "clean up".
11. MOU, 6.5, Retiree Health Savings Account: Employee contributions to a retiree health savings account.
12. MOU, 6.7, Flexible Spending Account: Administrative "clean up".
13. MOU, 6.8, Dependent Care Spending Program: Administrative "clean up".
14. MOU, 10.1, Counseling Memorandum: Administrative "clean up".

The following provisions were removed from the PMM MOU:

1. Health Benefits Committee: The Committee is no longer used because this bargaining unit is in CalPERS medical.
2. Certifications: This does not apply to this bargaining unit.
3. Short Term Disability: The City's Short Term Disability program is being phased out.

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$46,459. The increase for Fiscal Year 2024-2025 is \$51,700. Authorize the Finance Director to make the following supplemental appropriations to the FY 23/24 Adopted Budget: PD-Administration 2120-61210 \$7,667; Investigation 2130-61210 \$18,366; Field Operations 2140-61210 \$20,426.

Alternatives:

1. Do not approve Police Mid-Managers Memorandum of Understanding which will result in no updated MOU. If this occurs, Staff will require direction to address next steps with PMM.

Recommendation:

Adopt a Resolution:

- A. Approving the Memorandum of Understanding with the PMM.
- B. Authorizing the Finance Director to amend the salary schedule.
- C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$46,459.

Attachments:

1. Attachment 1 Costing
2. Attachment 2 Resolution
3. Attachment 3 PMM MOU
4. Attachment 4 PMM Salary Schedule

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Police Mid Managers - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Longevity Pay 4.25% Cap	\$ 46,459		46,459
Bilingual Pay 1.4% - No Current Utilization	\$ -		-

Two -Year Cost Projections

Total Cost	<u>\$ 46,459</u>	<u>\$ -</u>	<u>\$ 46,459</u>
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FY 2024-25			
Longevity Pay 4.25% Cap	\$ 51,700		51,700
Bilingual Pay 1.4% - No Current Utilization	\$ -		-

Two -Year Cost Projections

Total Cost	<u>\$ 51,700</u>	<u>\$ -</u>	<u>\$ 51,700</u>
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General Fund	\$ 98,159	\$ 98,159
Water	\$ -	\$ -
Wastewater	\$ -	\$ -
SASA	\$ -	\$ -
VMF	\$ -	\$ -

ATTACHMENT 2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE POLICE MID-MANAGERS (PMM) MEMORANDUM OF UNDERSTANDING JULY 1, 2023 – JUNE 26, 2026

WHEREAS, the City recognizes the Police Mid-Manager's (PMM) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and PMM met and conferred over the Memorandum of Understanding and;

WHEREAS, the City appreciates the efforts and energy the PMM have put forth to finalize the MOU.

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

Approve the attached PMM Memorandum of Understanding, which includes, in summary, the following terms:

1. Term: Three-year term from July 1, 2023 through June 26, 2026.
2. MOU, 2.2, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
3. MOU, 2.4, Wage Reopeners: Reopeners to discuss the City's financial position and the issue of wages.
4. MOU, 3.2, Longevity: 2.5% longevity pay upon completion of 15 years of service with City, 1.75% longevity pay upon completion of 20 years of service with City.
5. MOU, 3.3, Education Incentive: This provision removes restrictions on the type of degrees eligible for education pay.
6. MOU, 3.4, Bilingual Pay: 1.4% for employees who are proficient in speaking a foreign language.
7. MOU, 3.5, Tuition Reimbursement: Administrative "clean up".
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12. MOU, 6.7, Flexible Spending Account: Administrative "clean up".
13. MOU, 6.8, Dependent Care Spending Program: Administrative "clean up".
14. MOU, 10.1, Counseling Memorandum: Administrative "clean up".

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 including a supplemental appropriations in the amount of \$46,459.

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 7th day of November 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 3

Memorandum of Understanding
Between
The City of Yuba City
And
The Police Mid-Managers (PMM)



July 1, 2023, through June 26, 2026

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Preamble

This Agreement between the City of Yuba City (City) and the Yuba City Police Mid-Managers (PMM) is to promote the harmonious labor relations between the City and PMM, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by this agreement.

Article 1 - Recognition

The City recognizes PMM as the exclusive representative for Assistant Police Chief, Police Commander, Police Lieutenant, and Administrative Manager.

Article 2 - Salary

2.1 Salary Schedules

Employees are on a five (5) step salary schedule as reflected in Appendix "A" to this Agreement.

2.2 Salary Surveys

Salary Surveys include only the following Comparable Agencies: City of Chico; City of Lincoln, City of Rocklin, City of West Sacramento; City of Woodland; County of Sutter; and County of Yuba; and will use only the following compensation data: Top Step Salary; Education Benefits (maximum); POST Pay (maximum); Longevity Pay (maximum); Health Benefits (employer's maximum contribution towards family medical, dental & vision); Employer Deferred Compensation Contribution; and employer pickup of employee pension costs and employee pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

2.3 Deferred Compensation

Employees receive a monthly City contribution of one hundred dollars (\$100.00) paid into a City deferred compensation plan.

2.4 Wage Reopeners

The parties will 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 will discuss the City's financial position no later than the end of May 2025, on the issue of 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 July 2025, unless agreed otherwise.

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

Article 3 - Incentives

3.1 Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of thirty-four dollars and sixty-two cents (\$34.62) per pay period.

3.2 Longevity

Employees receive longevity pay as follows:

- Upon completion of fifteen (15) years of service with the City, the employee receives two and one-half percent (2.5%) of their base hourly rate of pay.
- Upon completion of twenty (20) years of service with the City, the employee receives an additional one and three-quarter percent (1.75%) of their base hourly rate of pay.

3.3 Education Incentive

Employees who possess a Master's Degree, or who have successfully completed the FBI National Academy receive an education incentive of two and a half percent (2.5%) of their base salary. The maximum education incentive is two and a half percent (2.5%).

3.4 Bilingual Pay

Employees who are proficient in speaking a foreign language as determined by the City receive bilingual pay incentive in the amount of one point four percent (1.4%) of their base rate of pay.

3.5 Tuition Reimbursement

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

Article 4 – Work Schedules

Employees work either a 4/10 or 5/8 work schedule at the sole discretion of the Chief of Police.

Article 5 – Retirement

5.1 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) but are generally as described below.

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 (6) months, returns to active membership in that system with a new employer.

5.2 Safety Retirement Formulas

- A. Employees hired prior to December 16, 1989, receive the three percent (3%) at fifty (50) safety CalPERS formula with the one (1) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired between December 16, 1989, and July 1, 2012, receive the three percent (3%) at fifty (50) safety CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after June 30, 2012, who are not classified as new members receive the “3% at 55” safety CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012, who are classified as a new member receive the “2.7% at 57” safety CalPERS formula with the three (3) year final average compensation period. These members pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

E. Optional CalPERS retirement benefits:

- Sick Leave Service Credit
 - If the conversion of an employee's eligible sick leave to CalPERS service credit would result in service credit or a pension benefit in excess of the maximum allowable pursuant to the applicable local safety member retirement plan, only the amount of sick leave needed to reach the maximum service credit or pension benefit will be certified to CalPERS. The employee's remaining unused sick leave balance will be paid out in accordance with the Rules.
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Special
- Post-Retirement Death Benefits five-hundred-dollar (\$500) Lump Sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

5.3 Miscellaneous Retirement Formulas

- A. Employees hired before August 2, 1991, receive the two-point seven percent (2.7%) at fifty-five (55) miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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 two-point seven (2.7%) at fifty-five (55) miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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 two percent (2%) at fifty-five (55) miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays one hundred (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 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 members receive the two percent (2%) at sixty-two (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. Optional CalPERS retirement benefits:

- Non-Industrial Disability Improved
- Pre-Retirement Death Benefits:
 - a. Optional Settlement 2
 - b. 1959 Survivor Benefit Level Indexed
- Post-Retirement Death Benefits five hundred dollars (\$500) lump sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

Article 6 - Insurances

6.1 Health Plans

A. Medical Contributions:

The City contributes on behalf of each employee and retiree an amount equal to the Public Employees' Medical & Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the healthcare premium.

B. Cafeteria Plan

The City contributes an additional amount towards the employees Cafeteria plan for each employee equal to eighty percent (80%) of the PORAC health plan premium minus the MEC contribution.

6.2 Cash-in-Lieu

Cash-in-Lieu is when an employee reduces the level of health care coverage or elects to forego coverage as follows:

- Employees who reduce the level of health care coverage 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. Cash-in-Lieu is based upon the PORAC health plan.

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

- Cash-in-Lieu for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer is

based on the below percentages of the PORAC health plan:

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

6.3 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%, major coverage is 60%, and vision allowance is \$800 in 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, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing as to whether the City will pay for the enhanced dental/vision benefits set forth above 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 Agreement.

6.4 Life Insurance

The City provides employees with a fifty-thousand-dollar (\$50,000) life insurance policy.

6.5 Retiree Health Savings Account (RHSA)

Employees contribute fifty dollars (\$50.00) per pay period. Annually in June the City will convert twenty (20) hours of accrued vacation (or the employees' full accrued balance if below 20 hours) to cash and deposit the money into the employees RHSA. Upon separation, employees will have one hundred (100) hours of vacation converted to cash and deposited into their RHSA.

The PMM may increase employee contributions annually in November for the following year.

6.6 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, and/or mental and emotional well-being. The EAP offers 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.

6.7 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

6.8 Dependent Care Spending Program

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

Article 7 - Vacation

Employees accrue vacation 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

Article 8 – Administrative Leave

8.1 Allocation

Police Mid-Managers are exempt employees whose duties often require them to work outside of the City's typical business hours. In acknowledgement of duties, employees are allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. Should an employee be hired or promoted into the bargaining unit after the beginning of the calendar year, they are credited with a pro-rated amount of Administrative Leave for the balance of the year. Employees may use leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment to delay the separation date.

8.2 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election must 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.

8.3 Maximum Carry Over

Employees are allowed to carry over a maximum of forty (40) hours of unused administrative leave to the next calendar year, subject to a maximum accrual cap of one hundred and sixty (160) administrative hours. Any unused administrative leave hours are paid out upon termination of employment.

8.4 Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours may be approved each year. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City.

Article 9 – Reimbursement for Excess Hours

9.1 Reimbursable Excess Hours

Employees who are required to work hours in excess of normal management expectations will be reimbursed should the City bill for, and receive, reimbursement for their work performed.

9.2 Payment

Reimbursement for the employee will occur in the next normal pay period after the excess work occurs and the City receives payment for it.

9.3 Rate

Reimbursement to the employee occurs at the salary rate billed by the City for employees for those hours over the regularly scheduled salary only, not to exceed time and one-half of the hourly equivalent of base salary. Employees are not required to use vacation time while working on a special assignment approved by their Department Head.

9.4 Retention by the City

The City retains reimbursement received by the City in excess of the salary for the employee.

Article 10 – Miscellaneous

10.1 Counseling Memorandum

The attached policy on Counseling Memos (Appendix “B”) remains in effect.

10.2 Separation Rate of Pay

Pursuant to state law, existing City policy, and the LOU, various accrued paid leave hours are paid out to an employee at separation from City employment (including vacation,

administrative leave, and some sick leave, to the extent permitted in the City's Rules and Regulations). The parties agree that, effective April 20, 2021, the separation rate of pay for payouts are the employee's hourly rate (as listed in the then-current publicly available salary schedule) plus the applicable education incentive for which the employee qualifies under this LOU at the time of separation.

Article 11 – Term of Agreement

The term of this Agreement is July 1, 2023, through June 26, 2026. This Agreement may not be modified without the written agreement of both parties.

Date: _____

Date: Oct 13, 2023

City of Yuba City

Police Mid-Managers

Diana Langely,
City Manager

Timothy K. Talbot

Timothy K. Talbot (Oct 13, 2023 15:51 PDT)

Timothy K. Talbot,
Rains Lucia Stern

Michael W. Jarvis,
Liebert Cassidy Whitmore

Sam Escherman

Sam Escherman (Oct 13, 2023 09:57 PDT)

Sam Escherman

Appendix "A" - Salary Schedules

10/23/2023 5:35 PM

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

Police Mid-Managers

CLASSIFICATION	Group	1	2	3	4	5	
7010* ADMINISTRATIVE MANAGER	Police MM	8,655 49.93	9,068 52.43	9,542 55.05	10,019 57.80	10,520 60.69	Monthly Hourly
7180* ASSISTANT POLICE CHIEF	Police MM	12,541 72.35	13,168 75.97	13,826 79.77	14,517 83.75	15,243 87.94	Monthly Hourly
7150* POLICE COMMANDER	Police MM	11,944 68.91	12,541 72.35	13,168 75.97	13,826 79.77	14,517 83.75	Monthly Hourly
7111* POLICE LIEUTENANT	Police MM	10,638 61.37	11,170 64.44	11,728 67.66	12,314 71.04	12,930 74.60	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.2 - Longevity Pay (Cumulative but not compounded):
Upon completion of service with the City of Yuba City:
15 years 2.50%
20 years 1.75%

MOU Article 3.3 - Education Incentive

Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.
The maximum education incentive is limited to 2.5% of base salary.

MOU Article 3.4 - Bilingual Pay

Police Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate.:

- 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	PMM - Police Mid Managers
FM - Fire Management	PFLM - Police First Level Managers

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

Police Mid-Managers

CLASSIFICATION	Group	1	2	3	4	5	6	7	8	9	Monthly Hourly
7410* ADMINISTRATIVE MANAGER	Police MM	8,655 49.93	8,872 51.18	9,068 52.43	9,315 53.74	9,542 55.05	9,781 56.43	10,019 57.80	10,270 59.25	10,520 60.69	

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.2 - Longevity Pay (Cumulative but not compounded)

Upon completion of service with the City of Yuba City:

15 years	2.50%
20 years	1.75%

MOU Article 3.3 - Education Incentive

Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.

The maximum education incentive is limited to 2.5% of base salary.

MOU Article 3.4 - Bilingual Pay

Police Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate::

* 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	PMM - Police Mid Managers
FM - Fire Management	PFLM - Police First Level Managers

Appendix "B" — 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 are issued in a standard form used by the City. A copy of the counseling memo will be given to the employee and a copy will 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 will 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 will 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 will 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.

ATTACHMENT 4

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

Police Mid-Managers

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7010* ADMINISTRATIVE MANAGER	Police MM	8,655	9,088	9,542	10,019	10,520	Monthly
		49.93	52.43	55.05	57.80	60.69	Hourly
7180* ASSISTANT POLICE CHIEF	Police MM	12,541	13,168	13,826	14,517	15,243	Monthly
		72.35	75.97	79.77	83.75	87.94	Hourly
7150* POLICE COMMANDER	Police MM	11,944	12,541	13,168	13,826	14,517	Monthly
		68.91	72.35	75.97	79.77	83.75	Hourly
7111* POLICE LIEUTENANT	Police MM	10,638	11,170	11,728	12,314	12,930	Monthly
		61.37	64.44	67.66	71.04	74.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.2 - Longevity Pay (Cumulative but not compounded)

Upon completion of service with the City of Yuba City:

15 years 2.50%

20 years 1.75%

MOU Article 3.3 - Education Incentive

Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.

The maximum education incentive is limited to 2.5% of base salary.

MOU Article 3.4 - Bilingual Pay

Police Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate::

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PMM - Police Mid Managers

PFLM - Police First Level Managers

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

Police Mid-Managers

CLASSIFICATION	Group	SALARY STEPS									
		1	2	3	4	5	6	7	8	9	
7410* ADMINISTRATIVE MANAGER	Police MM	8,655	8,872	9,088	9,315	9,542	9,781	10,019	10,270	10,520	Monthly
		49.93	51.18	52.43	53.74	55.05	56.43	57.80	59.25	60.69	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.2 - Longevity Pay (Cumulative but not compounded)

Upon completion of service with the City of Yuba City:

15 years	2.50%
20 years	1.75%

- - -

MOU Article 3.3 - Education Incentive

Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the

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The maximum education incentive is limited to 2.5% of base salary.

MOU Article 3.4 - Bilingual Pay

Police Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate::

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

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PD - Police Department

FIRE - Fire Department

PMM - Police Mid Managers

PFLM - Police First Level Managers

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Police First Level Managers (PFLM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Police First Level Managers

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$55,004

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$55,004. The increase for Fiscal Year 2024-2025 is \$56,717.

Purpose:

To approve the Police First Level Managers (PFLM) three year term Memorandum of Understanding (MOU) effective July 1, 2023 through June 26, 2026, in summary: effective July 1, 2023, 3% salary increase; effective November 18, 2023, 1.4% bilingual pay; wage re-openers to January 2025 and May 2025, administrative "clean up" for health plans, flexible spending accounts, safety retirement formulas, on-call pay, work schedules, tuition reimbursement, and dental and vision plan provisions; addition of salary survey and comparable agencies and City and employee contributions to Retiree Health Savings Account (RHSA); replacement of acting pay provision with temporary upgrade pay and supervisor premium pay to maintain compliance with CalPERS; holiday-in-lieu paid as a percentage of base pay to maintain compliance with CalPERS; eliminate compensatory time off provision, DMV License Examination provision, Short Term Disability provision, American Disability Act compliance provision; update call back pay provision.

Council's Strategic Goal:

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

Background:

Police First Level Managers' Memorandum of Understanding (MOU) expired June 30, 2023. The City and PFLM began meeting in April and signed tentative agreements on all matters on September 17,

2023. Since mid-September, PFLM and the City's Chief Negotiator, Michael Jarvis, have been finalizing the MOU for ratification and City Council approval.

Analysis:

PFLM have agreed to a Memorandum of Understanding that includes, in summary, the following items:

1. Term: Three-year term from July 1, 2023 through June 26, 2026.
2. MOU, 3.1, Salary Increase: 3% salary increase.
3. MOU, 3.2, Wage Reopeners: Reopeners to discuss the City's financial position and the issue of wages.
4. MOU, 3.3, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
5. MOU, 4.3, Compensatory Time Off: Eliminates compensatory time cash out.
6. MOU, 5.4, Bilingual Pay: Effective November 18, 2023, 1.4% of base rate of pay for speaking a foreign language.
7. MOU, 5.5, Call-Back Pay: Modifies the terms of call-back pay.
8. MOU, 5.6, On-Call Pay: Administrative "clean up" as MOU language did not match current practice of paying on-call pay.
9. MOU, 5.9, Temporary Upgrade Pay: Replacement of obsolete language to maintain compliance with CalPERS.
10. MOU, 5.10, Supervisor Premium: Replacement of obsolete language to maintain compliance with CalPERS.
11. MOU, 5.14, Tuition Reimbursement: Administrative "clean up".
12. MOU, 6.2, Holiday-in-Lieu: Converting holiday-in-lieu hours to a percentage of base pay to maintain compliance with CalPERS.
13. MOU, 7.2, Safety Retirement Formulas: Administrative "clean up".
14. MOU, 8.1, Health Plans: Administrative "clean up".
15. MOU, 8.2, Dental and Vision Plans: Administrative "clean up".
16. MOU, 8.4, Flexible Spending Account: Administrative "clean up".
17. MOU, 8.5, Dependent Care Spending Plan: Administrative "clean up".
18. MOU, 8.7, Retiree Health Savings Account: City and employee contributions to RHSA.
19. MOU, Article 9, Work Schedules: Administrative "clean up" with all hours counting towards hours worked.

The following provisions were removed from the PFLM MOU:

1. DMV License Examination: This does not apply to this bargaining unit.
2. Short Term Disability: The City's Short Term Disability program is being phased out.
3. American Disabilities Act: This provision is a reinstatement of the law.

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$55,004. The increase for Fiscal Year 2024-2025 is \$56,717. Authorize the Finance Director to make the following supplemental appropriations to the FY 23/24 Adopted Budget: PD-Administration 2120-61210 \$2,331; Investigation 2130-61210 \$11,853; Field Operations 2140-61210 \$31,458; Traffic 2110-61210 \$5,738; Communications 2170-61210 \$3,624.

Alternatives:

Do not approve the Police First Level Managers Memorandum of Understanding which will result in no updated MOU. If this occurs, Staff will require direction to address next steps with PFLM.

Recommendation:

Adopt a Resolution:

- A. Approving the Memorandum of Understanding with Police First Level Managers.
- B. Authorizing the Finance Director to amend the salary schedule.
- C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$55,004.

Attachments:

- 1. Attachment 1 Costing
- 2. Attachment 2 Resolution
- 3. Attachment 3 PFLM MOU
- 4. Attachment 4 PFLM Salary Schedules

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Police First Level Managers - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Salary increase - 3.0% COLA	\$ 49,063		49,063
Bilingual Pay 1.4%	\$ 453		453
Holiday Pay 4.25%	\$ 1,598		1,598
Retirement Health Savings Account	\$ 3,890		3,890
Two -Year Cost Projections			
Total Cost	\$ 55,004	\$ -	\$ 55,004
	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2024-25			
Salary increase - 3.0% COLA	\$ 50,651		50,651
Bilingual Pay 1.4%	\$ 459		459
Holiday Pay 4.25%	\$ 1,673		1,673
Retirement Health Savings Account	\$ 3,934		3,934
Two -Year Cost Projections			
Total Cost	\$ 56,717	\$ -	\$ 56,717
Total Two Year Cost	\$ 111,721		\$ 111,721
<i>General Fund</i>	<i>\$ 111,491</i>		<i>\$ 111,491</i>
<i>Water</i>	<i>\$ -</i>		<i>\$ -</i>
<i>Wastewater</i>	<i>\$ -</i>		<i>\$ -</i>
<i>SASA</i>	<i>\$ -</i>		<i>\$ -</i>
<i>VMF</i>	<i>\$ -</i>		<i>\$ -</i>

ATTACHMENT 2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE POLICE FIRST LEVEL MANAGERS (PFLM) MEMORANDUM OF UNDERSTANDING JULY 1, 2023 – JUNE 26, 2026

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

WHEREAS, City staff and PFLM met and conferred over the Memorandum of Understanding and;

WHEREAS, the City appreciates the efforts and energy the PFLM have put forth to finalize the MOU.

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

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

PFLM have agreed to Memorandum of Understanding that includes, in summary, the following items:

1. Term: Three-year term from July 1, 2023 through June 26, 2026.
2. MOU, 3.1, Salary Increase: 3% salary increase.
3. MOU, 3.2, Wage Reopeners: Reopeners to discuss the City's financial position and the issue of wages.
4. MOU, 3.3, Salary Surveys: This provision memorializes the salary survey and comparable agencies. .
5. MOU, 4.3, Compensatory Time Off: Eliminates compensatory time cash out.
6. MOU, 5.4, Bilingual Pay: Effective November 18, 2023, 1.4% of base rate of pay for speaking a foreign language.
7. MOU, 5.5, Call-Back Pay: Modifies the terms of call-back pay.
8. MOU, 5.6, On-Call Pay: Administrative "clean up" as MOU language did not match current practice of paying on-call pay.
9. MOU, 5.9, Temporary Upgrade Pay: Replacement of obsolete language to maintain compliance with CalPERS.
10. MOU, 5.10, Supervisor Premium: Replacement of obsolete language to maintain compliance with CalPERS.
11. MOU, 5.14, Tuition Reimbursement: Administrative "clean up".
12. MOU, 6.2, Holiday-in-Lieu: Converting holiday-in-lieu hours to a percentage of base pay to maintain compliance with CalPERS.
13. MOU, 7.2, Safety Retirement Formulas: Administrative "clean up".
14. MOU, 8.1, Health Plans: Administrative "clean up".
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17. MOU, 8.5, Dependent Care Spending Plan: Administrative "clean up".
18. MOU, 8.7, Retiree Health Savings Account: City and employee contributions to RHSA.
19. MOU, Article 9, Work Schedules: Administrative "clean up" with all hours counting towards hours worked.

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 including supplemental appropriations in the amount of \$55,004.

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 7th day of November 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 3

Memorandum of Understanding

Between

The City of Yuba City

And

Police First Level Managers



July 1, 2023, through June 26, 2026

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Preamble

This agreement between the City of Yuba City (City) and the Yuba City Police Officers Association (POA), is to promote the harmonious labor relations between the City and the POA, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by the Police First Level Managers bargaining unit.

Article 1 - Recognition

The City recognizes the POA as the exclusive representative for the classifications of Sergeant, Records Supervisor, and Communications Center Coordinator.

Article 2 - Management and Association Rights

2.1 Management Rights

Section 3.03, Employer-Employee Standards, B, City Rights is incorporated into this agreement.

2.2 Association Rights

The City agrees to follow the rights of employees as enumerated in the Peace Officers Bill of Rights and will adhere to the provisions of the Meyers-Milias Brown Act that states in part, "the matter in question is negotiable if it primarily relates to and has a significant or material relationship to wages, hours, and terms and conditions of employment, and is not itself a fundamental management right related to the merits, necessity, or organization of any service or activity provided by law or executive order."

Article 3 - Wages

3.1 Salary Increase

Effective July 1, 2023, all classifications receive a three percent (3.0%) salary increase.

3.2 Wage Reopeners

The parties will 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 will discuss the City's financial position no later than the end of May 2025, on the issue of 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 July 2025, unless agreed otherwise.

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

3.3 Salary Surveys

Salary Surveys include only the following Comparable Agencies, City of Chico, City of Lincoln, City of Rocklin, City of West Sacramento, City of Woodland, County of Sutter, and County of Yuba, and will use only the following compensation data: top Step Salary; Education Benefits (maximum); POST Pay (maximum); Longevity Pay (maximum); Health Benefits (employer's maximum contribution towards family medical, dental & vision); Employer Deferred Compensation Contribution; and employer pickup of employee pension costs and employee pickup of employer pension costs using the retirement tier that was in effect on December 31, 2012.

Article 4 – Overtime

4.1 Sworn Overtime

Employees required to work in excess of their schedule (77, 80, or 86 hours) receive overtime at time-and-a-half of their regular rate of pay. Paid time counts as hours worked towards the calculation of overtime.

4.2 Non-Sworn Overtime

Employees required to work in excess of forty (40) hours in the work period receive overtime at time-and-a-half an employee's regular rate of pay. Paid time counts as hours worked towards the calculation of overtime.

4.3 Compensatory Time Off

Employees may accumulate a maximum of eighty (80) hours of Compensatory Time Off.

Article 5 – Incentives

5.1 Longevity

Employees receive longevity pay as follows:

Upon completion of five (5) years of service with City the employee receives longevity pay in the amount of one and a quarter percent (1.25%) of their base hourly rate of pay.

Upon completion of ten (10) years of service with City the employee receives an additional one and a quarter percent (1.25%) of their base hourly rate of pay.

Upon completion of fifteen (15) years of service with City the employee receives an additional two and one-half percent (2.5%) of their base hourly rate of pay.

Upon completion of twenty (20) years of service with City the employee receives an additional two and one-half percent (2.5%) of their base hourly rate of pay.

5.2 Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree.
- or
- Seven and a half percent (7.5%) of their base hourly rate of pay for a Bachelor degree.
- and
- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Intermediate Certificate.
- or
- Seven and a half percent (7.5%) of their base hourly rate of pay for a POST Advanced Certificate.
- and
- Five and two tenths of a percent (5.2%) of their base hourly rate of pay for a POST Supervisory Certificate.

The maximum educational incentive under this section is twelve and seven tenths percent (12.7%) of the employee's base hourly rate of pay.

5.3 Non-Sworn Education Incentive

Employees receive education pay as follows:

- Two and a half percent (2.5%) of their base hourly rate of pay for an Associate degree.
- or
- Five percent (5.0%) of their base hourly rate of pay for a Bachelor degree.
- and
- Two and a half percent (2.5%) of their base hourly rate of pay for a POST Public Safety Dispatch Advanced Certificate.
- or
- Five percent (5.0%) of their base hourly rate of pay for a POST Dispatch Supervisor Certificate.

5.4 Bilingual Pay

Effective November 18, 2023, employees who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

5.5 Call-Back Pay

Employees called back to work will receive two (2) hours of overtime for each call-back. If separate call-backs overlap within a two (2) hour period, the employee will be paid for

one (1) call-back. The call-back is payable even if the employee's call-back is canceled. Any overtime earned under this section does not count towards hours worked for the purpose of calculating overtime.

If the return to work is contiguous with the employee's scheduled shift and the employee is provided with a minimum of four (4) hours advance notice, the employee will not be paid call-back pay.

5.6 On-Call Pay

Employees who are assigned to on-call receive standby pay in the amount of two dollars and forty-five cents (\$2.45) per hour.

5.7 Daylight Savings Time

Employees who work on those days when daylight savings time change occurs are paid overtime for hours in excess of their regular scheduled work hours. If daylight savings time causes an employee to work less than a full shift, the employee is allowed to use vacation or accumulated compensatory time to make up the difference. Vacation or accumulated compensatory time so used is considered as in pay status.

5.8 Uniform Allowance

Employees are required to wear a uniform and receive a uniform allowance in the amount of \$34.62 per pay period.

5.9 Temporary Upgrade Pay

Employees assigned by the Police Chief or designee to work and perform the duties of a higher classification (Temporary Upgrade Pay) receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%) not to exceed the top step of the salary schedule.

5.10 Supervisor Premium

Employees who are routinely and consistently assigned by the Police Chief or designee to supervise or lead a shift in the absence of a supervisor or lead will receive Supervisor Premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor or lead.

5.11 Detective Pay

Employees assigned to Investigation and Net-5 receive detective premium in the amount of seven and a half percent (7.5%) of their base hourly rate of pay.

5.12 Traffic Pay

Employees assigned to traffic receive traffic premium in the amount of five percent (5.0%) of their base hourly rate of pay.

5.13 Field Training Officer

Employees assigned as field training officers (FTO) receive training premium in the amount of five percent (5.0%) of their base hourly rate of pay.

5.14 Tuition Reimbursement

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

5.15 Vacation Accrual Rates

Lateral employees from other agencies receive credit for prior public sworn service when determining years of service for vacation benefits.

Article 6 - Holidays

6.1 Holidays Observed

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Christmas Eve

6.2 Holiday-in-Lieu

Sergeants assigned to regular patrol shifts and public safety dispatchers are in positions that are scheduled to work without regard for the holidays listed above. These employees receive four-point two five percent (4.25%) of their base hourly rate of pay in lieu of receiving any other form of holiday compensation.

Article 7 - Public Employees Retirement System

7.1 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) but are generally as described below.

A new member is defined as:

- An employee 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 employee 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 employee 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.

7.2 Safety Retirement Formulas

- A. Employees hired prior to December 16, 1989, receive the three percent (3%) at fifty (50) safety CalPERS formula with the one (1) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired between December 16, 1989, and July 1, 2012, receive the three percent (3%) at fifty (50) safety CalPERS formula with the three (3) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after June 30, 2012, who are not classified as new members receive the "3% at 55" safety CalPERS formula with the three (3) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay nine percent (9%) of the employer's contribution via a

CalPERS contract amendment on a pre-tax basis.

- D. Employees hired after December 31, 2012, who are classified as a new member receive the "2.7% at 57" safety 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. Optional CalPERS retirement benefits:

- Sick Leave Service Credit
 - If the conversion of an employee's eligible sick leave to CalPERS service credit would result in service credit or a pension benefit in excess of the maximum allowable pursuant to the applicable local safety member retirement plan, only the amount of sick leave needed to reach the maximum service credit or pension benefit will be certified to CalPERS. The employee's remaining unused sick leave balance will be paid out in accordance with the Rules.
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Special
- Post-Retirement Death Benefits five-hundred-dollar (\$500) Lump Sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

7.3 Miscellaneous Retirement Formulas

- A. Employees hired before August 2, 1991, receive the two-point seven percent (2.7%) at fifty-five (55) miscellaneous CalPERS formula with the one (1) year final average compensation period. The City pays one hundred (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay 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 two-point seven (2.7%) at fifty-five (55) miscellaneous CalPERS formula with the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees 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 members receive the two percent (2%) at fifty-five (55) miscellaneous CalPERS formula with

the three (3) year final average compensation period. The City pays one hundred percent (100%) of the employee's contribution to CalPERS and reports the employer payment of the employee's contributions to CalPERS as additional compensation for retirement purposes only. These employees pay 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 members receive the two percent (2%) at sixty-two (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. Optional CalPERS retirement benefits:

- Non-Industrial Disability Improved
- Pre-Retirement Death Benefits:
 - a. Optional Settlement 2
 - b. 1959 Survivor Benefit Level Indexed
- Post-Retirement Death Benefits five-hundred-dollar (\$500) lump sum
- Survivor Allowance (PRSA)
- Three percent (3%) Retirement COLA

Article 8 - Insurances

8.1 Health Plans

A. Medical Contributions

The City contributes on behalf of each employee and retiree an amount equal to the Public Employees' Medical & Hospital Care Act (PEMHCA) Minimum Employer Contribution (MEC) towards the healthcare premium.

B. Cafeteria Plan

The City contributes an additional amount towards the employees Cafeteria plan for each employee equal to eighty percent (80%) of the PORAC health plan premium minus the MEC contribution.

C. Cash-in-Lieu

Cash-in-Lieu is when an employee reduces the level of health care coverage or elects to forego coverage as follows:

- Employees who reduce the level of health care coverage that they are entitled to, 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. Cash-in-Lieu is based upon the PORAC health plan.

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

- Cash-in-Lieu for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer is based on the below percentages of the PORAC health plan:

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

8.2 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%, major coverage is 60%, and vision allowance is \$800 in 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, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing as to whether the City will pay for the enhanced dental/vision benefits set forth above 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 Agreement.

8.3 Life Insurance

The City provides employees with a twenty-five-thousand-dollar (\$25,000) life insurance policy. Employees may purchase dependent life insurance two thousand dollars (\$2,000) per dependent (spouse and children from 6 months to 19).

8.4 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

8.5 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Spending Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

8.6 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 offers 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.

8.7 Retiree Health Savings Account (RHSA)

Effective July 1, 2023, the City contributes point three four percent (0.34%) of the employee's base rate of pay into their RHSA. Employees contribute twenty-five dollars (\$25.00) per pay period. Employees will have twenty (20) hours of their vacation converted to cash and deposited into their RHSA annually during the month of June. Upon separation, employees will have one hundred (100) hours of vacation converted to cash and deposited into their RHSA. Employer contributions are fully vested. The POA may increase employee contributions annually in November for the following year.

Article 9 – Work Schedules

9.1 FLSA Work Period

Safety 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 one hundred seventy-one (171) hours, pursuant to 29 U.S.C. section 207(k).

9.2 Patrol

Sworn patrol staff work a (fourteen) (14) day pay period consisting of 4-11s/3-11s schedule work weeks. An additional nine (9) hour shift will occur approximately every third (3rd) pay period for purposes of training activities.

Assigned work schedules may be changed at the sole discretion of the Police Chief subject to written notice to the Sergeants for an opportunity to meet and discuss no less than thirty (30) days prior to implementation.

9.3 Dispatcher Schedules

Dispatchers work four consecutive ten (10) hour shifts during the 7-day work period.

Assigned work schedules may be changed at the sole discretion of the Police Chief, subject to written notice to the POA for an opportunity to meet and discuss no less than

30 days prior to implementation.

9.4 Non-Sworn Schedules

Non-sworn may be assigned to any of the following schedules 9/80, 5/8, or 4/10 work schedules that result in forty (40) hours of work during the seven (7) day work period.

Article 10 – Deferred Compensation

Employees receive a monthly City contribution of fifty dollars (\$50.00) paid into a City deferred compensation plan.

Article 11 – Certifications

The City pays the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City, or any governmental agency to obtain and maintain as a condition of employment.

Article 12 – Leave Donation Program

The City currently facilitates a Leave Donation Program to assist employees dealing with catastrophic illnesses or injury. While an employee is utilizing any donated hours, the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance premiums in accordance with the applicable Memorandum of Understanding. The maximum is thirty (30) calendar days of catastrophic leave.

Article 13 – Counseling Memorandum

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

Article 14 – Term of Agreement

The term of this agreement is July 1, 2023, through June 26, 2026.

Date: _____

Date: 10-20-23

City of Yuba City

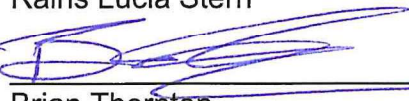
Yuba City Police Officers Association
(Police First Level Managers Unit)

Diana Langley, City Manager

Timothy K. Talbot
Timothy K. Talbot (Oct 17, 2023 10:32 PDT)

Timothy K. Talbot,
Rains Lucia Stern

Michael W. Jarvis,
Liebert Cassidy Whitmore



Brian Thornton

Appendix "A" -Salary Schedule

10/23/20235:30 PM

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

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6100*	POLICE SERGEANT	PFLM	7,573 43.69	7,952 45.88	8,350 48.17	8,768 50.58	9,206 53.11	Monthly Hourly
6106	POLICE RECORDS SUPERVISOR	PFLM	4,773 27.54	5,012 28.92	5,263 30.36	5,526 31.88	5,802 33.47	Monthly Hourly
6035	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,472 37.34	6,796 39.21	7,136 41.17	7,493 43.23	7,867 45.39	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 5.1 - Longevity Pay (Cumulative but not compounded)

Upon completion of service with the City of Yuba City:

5 years	1.25%
10 years	2.50%
15 years	5.00%
20 years	7.50%

MOU Article 5.2 & 5.3 - Education Incentive

Education Incentive Pay shall be base pay cumulative but not compounded

Sworn personnel shall have a 12.7% cap

Associate Degree	2.50%
Bachelor Degree	7.50%
POST Intermediate Cert	2.50%
POST Advanced Cert	7.50%
POST Supervisory Cert	5.20%

Non-sworn personnel

Associate Degree	2.50%
Bachelor Degree	5.00%
POST Public Safety Dispatch Adv	2.50%
POST Dispatch Supervisor	5.00%

MOU Article 5.4 - Bilingual Pay

Police First Level Managers who are certified as bilingual will receive a bilingual pay incentive 1.4% of their base hourly rate:

MOU Article 6.2 - Holiday Pay

Police First Level Managers assigned to regular patrol shifts shall receive 4.25% of their base hourly rate in lieu of receiving any other form of holiday compensation.

MOU Article 5.12 & 5.13 - FTO Pay and Traffic Division

Employees assigned to Field Training Officer, and/or the Traffic Division shall receive 5% of incentive pay (calculated from base hourly wage).

MOU Article 5.11 - Detective and Net-5 (increase from 5% to 7.5% effective 9/28/19)

Employees assigned to Investigation and/or Net-5 shall receive 7.5% of incentive pay (calculated from base hourly wage).

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

Police First Level Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6406	POLICE RECORDS SUPERVISOR	PFLM	4,773	4,893	5,012	5,138	5,263	5,395	5,526	5,664	5,802	Monthly
			27.54	28.23	28.92	29.64	30.36	31.13	31.88	32.68	33.47	Hourly
6435	COMMUNICATIONS CENTER SUPERVISOR	PFLM	6,472	6,634	6,796	6,966	7,136	7,315	7,493	7,680	7,867	Monthly
			37.34	38.27	39.21	40.19	41.17	42.20	43.23	44.31	45.39	Hourly

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Appendix "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 must submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources reviews the requests. Each request is 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 will be made in favor of the employee.

The decision of the labor-management committee is final and binding and is not 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 Family Care Leave (Human Resources Rule 2.11 (D)) will 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, accumulated leave hours (vacation, sick leave, CTO) to receive leave.

Appendix "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 will be issued in a standard form used by the City. A copy of the counseling memo will be given to the employee and a copy is to 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 are to 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 is not 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 is not to 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.

ATTACHMENT 4

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

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EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management

FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PMM - Police Mid Managers
PFLM - Police First Level Managers

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

Police First Level Managers

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DH - Department Head
MM - Middle Manager
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FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PMM - Police Mid Managers
PFLM - Police First Level Managers

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 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 (FLM) 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

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$61,847

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$61,847. The increase for Fiscal Year 2024-2025 is \$72,169.

Purpose:

To approve the First Level Managers Memorandum of Understanding (MOU) which includes, in summary, a wage increase of 1.5% effective July 1, 2023; MOU extension end date of June 25, 2027; effective November 18, 2023, 1.4% bilingual pay; updates wage re-openers to January 2025, May 2025, May 2026; effective 2024, Thanksgiving week is recognized as a holiday; administrative "clean up" in the dental and vision, animal services standby pay, health plans, and callback and standby time provisions.

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, in summary, the following items:

1. MOU, first page: MOU extended to June 25, 2027.
2. MOU, 1.1 , Salary Increases: All classifications receive a cost of living increase of 1.5% effective July 1, 2023.
3. MOU, 1.2, Wage Reopeners: Agreement on wage re-openers in January 2025, May 2025, and May 2026.
4. MOU, 1.4, Bilingual Pay: 1.4% for employees who are proficient in speaking a foreign language.
5. MOU, 1.5, Animal Services Standby Pay: Administrative "clean up".
6. MOU, Article 3, Holidays: Thanksgiving Holiday and reduce floating holiday to one day.
7. MOU, 4.1, Health Plans: Administrative "clean up".
8. MOU, 4.2, Dental and Vision Plans: Administrative "clean up".
9. MOU, 14.2, Callback and Standby-by Time: Administrative "clean up".

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$61,847. The increase for Fiscal Year 2024-2025 is \$72,169. Authorize the Finance Director to make the appropriate supplemental appropriations to the FY 23/24 Adopted Budget. The fiscal impact for FY 2023-2024: General Fund \$35,879; Vehicle Maintenance Fund \$1,505; Water Fund \$10,080; SASA \$1,258; Wastewater Fund \$13,125.

Alternatives:

1. Do not approve First Level Managers' Memorandum of Understanding. 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.
- C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$61,847.

Attachments:

1. Attachment 1 Costing
2. Attachment 2 Resolution
3. Attachment 3 FLM MOU
4. Attachment 4 FLM Salary Schedules

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
First Level Managers - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Salary increase - 1.5% COLA	\$ 60,711		60,711
Bilingual Pay 1.4% - effective November 18, 2023	\$ 1,136		1,136
Two -Year Cost Projections			
Total Cost	\$ 61,847	\$ -	\$ 61,847
FY 2024-25			
Salary increase - 1.5% COLA	\$ 61,216		61,216
Bilingual Pay 1.4%	\$ 10,953		10,953
Two -Year Cost Projections			
Total Cost	\$ 72,169	\$ -	\$ 72,169
<i>General Fund</i>	<i>\$ 78,682</i>	<i>\$</i>	<i>78,682</i>
<i>Water</i>	<i>\$ 21,943</i>	<i>\$</i>	<i>21,943</i>
<i>Wastewater</i>	<i>\$ 27,866</i>	<i>\$</i>	<i>27,866</i>
<i>SASA</i>	<i>\$ 2,515</i>	<i>\$</i>	<i>2,515</i>
<i>VMF</i>	<i>\$ 3,010</i>	<i>\$</i>	<i>3,010</i>

ATTACHMENT 2

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, in summary, includes the following terms:

1. MOU, first page: MOU extended to June 25, 2027.
2. MOU, 1.1 , Salary Increases: All classifications receive a cost of living increase of 1.5% effective July 1, 2023.
3. MOU, 1.2, Wage Reopeners: Agreement on wage re-openers in January 2025, May 2025, and May 2026.
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8. MOU, 4.2, Dental and Vision Plans: Administrative "clean up".
9. MOU, 14.2, Callback and Standby-by Time: Administrative "clean up".

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 including a supplemental appropriations in the amount of \$61,847.

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 7th day of November 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 3

Memorandum of Understanding
Between
The City of Yuba City
And
The First Level Managers (FLM)



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), is to promote 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 Increase

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 to 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 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 will meet 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 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 schedules are attached as Appendix "B".

1.4 Bilingual Pay

Effective November 18, 2023, employees in classifications identified in Appendix "D" Bilingual Classifications who are proficient in speaking a foreign language as determined by the City receive bilingual pay incentive in the amount of one point four percent (1.4%) of their base rate of pay.

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 directions. Rarely would the Animal Services Supervisor be required to respond to a location to give directions 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 of two (2) hours at time and one-half the employees' regular rate of pay. Multiple callouts within a two (2) hour minimum period (starting from the time of the first call) are not compensable separately. 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. When 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 reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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 reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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 reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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 members 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 –Holidays

3.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. The City recognizes following holidays:

- a. New Year's Day (the first day of January)
- b. Martin Luther King Day (the third Monday in January)
- c. Washington's Birthday (the third Monday in February)
- d. Memorial Day (the last Monday in May)
- e. Independence Day (the fourth day of July)
- f. Labor Day (the first Monday in September)
- g. Veterans Day (observed on the day established by the Yuba City Unified School District)
- h. The Week of Thanksgiving, effective 2024

- i. Christmas Day (the 25th day of December)
- j. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve, or a combination on both days as approved by the department head.

Whenever a holiday falls on Sunday, the following Monday is observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Employees are entitled to holiday with pay only if (i) the employee would have been regularly scheduled to work and (ii) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

3.2 Floating Holidays

Effective July 1, 2024, employees receive one (1) floating holiday annually on July 1. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year. Scheduling/approval of use of the floating holiday must be in accordance with the requirements of Rules.

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 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 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%, major coverage is 60%, and vision allowance is \$800 in 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, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing as to whether the City will pay for the enhanced dental/vision benefits set forth above 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 Agreement.

4.3 Life Insurance

A 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

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

Article 5 – Deferred Compensation

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

Article 6 - Insurances

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 Driver's 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 will 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 guidelines receive 80 hours administrative leave with the first payroll period of each calendar year in lieu of compensatory time and overtime. Employees may use leave subject to the approval of their department head, except that leave cannot be used prior to separation of employment 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 the 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 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 certifications, only receive \$50 per month (cap).
\$50 per month (D-1)
\$50 per month (non-cumulative) (D-2)
\$50 per month (non-cumulative) (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-hours calls except for Water Distribution and Electrical related calls. The Water Distribution Supervisor is the designated Chief Operator for stand-by for the water system and must respond to water distribution calls while on stand-by duty. The Electrical/Instrumentation Supervisor 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 supervisors assigned to Water Distribution and Electrical/Instrumentation are eligible for stand-by pay on an "as needed basis".

For the Water Distribution Supervisor an "as needed basis" is dependent upon the number of D-3 or D-4 certified Water Distribution Operators in the stand-by rotation. If needed, the Water Distribution Supervisor must work on stand-by for water calls until it is determined that sufficient Water Distribution Operator staffing levels exist to respond to water stand-by calls.

For the Electrical/Instrumentation Supervisor an "as needed basis" is dependent upon the number of Electrical Technicians in the stand-by rotation. If needed, the Electrical/Instrumentation Supervisor must work on stand-by for electrical calls until it is determined that sufficient Electrical Technician staffing levels exist to respond to electrical 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 employees 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 Supervisors are provided designated take home vehicles for the purpose of responding to callouts. 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 callouts 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 a call is received from dispatch until the employee has returned to their residence.

14.3 Personnel Eligibility for Stand-by

- A. The Water Distribution Supervisor 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.
- D. 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 the 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 employees when necessary. 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 that no employees volunteer to cover stand-by, the Department Head or designee will assign a employee. The stand-by employee substituting for the supervisor must meet the applicable qualifications.

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: 10/31/2023

City of Yuba City

First Level Managers

Diana Langley, City Manager

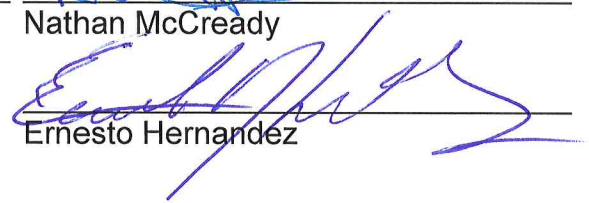


Joshua Wolffe

Michael W. Jarvis, Liebert Cassidy Whitmore



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

10/30/2023 9:45 AM

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

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MOU Article 14.1 - Water Certificate Pay

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

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

Appendix C - 9 Step Salary Schedule

10/30/2023 9:46 AM

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

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

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

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PUE, Local #1 - General Employees

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MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

Appendix D – Bilingual Classifications

ATTACHMENT 4

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

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

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

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.4 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

MOU Article 14.7 - Shift Differential

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.

MOU Article 14.1 - Water Certificate Pay

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

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Mid-Managers (MM) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Yuba City's Mid-Managers bargaining unit

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

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$42,846

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$42,846. The increase for Fiscal Year 2024-2025 is \$42,318.

Purpose:

To approve the Mid-Manager Memorandum of Understanding (MOU) which includes, in summary, a wage increase of 1.5% effective July 1, 2023; MOU extension end date of June 25, 2027; effective November 18, 2023, 1.4% bilingual pay; updates wage re-openers to January 2025, May 2025, May 2026; effective 2024, Thanksgiving week is recognized as a holiday; administrative "clean up" in the dental and vision, health plans, and uniform provisions.

Council's Strategic Goal:

The Memorandum of Understanding addresses the City Council's Strategic Goals of Public Safety, Business Friendly and Infrastructure.

Background:

Mid-Managers's 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 Mid-Managers to meet on the subject of wages. As a result, the City and Mid-Managers met to discuss the wage re-opener.

Analysis:

The City and Mid-Managers met and discussed the wage re-opener for FY 23/24 and they have agreed to a Memorandum of Understanding that, in summary, includes the following items:

1. MOU, first page: MOU extended to June 25, 2027.
2. MOU, 1.2, Salary Increases: Effective July 1, 2023, all classifications will receive 1.5% salary increase.
3. MOU, 1.4, Wage Reopeners: Agreement on wage re-openers in January 2025, May 2025, and May 2026.
4. MOU, 1.5, Bilingual Pay: 1.4% for employees who are proficient in speaking a foreign language.
5. MOU, 3.1, Health Plans: Administrative "clean up".
6. MOU, Article 6, Holidays: Thanksgiving week recognized as a holiday with reduction of floating holidays to one (1).
7. MOU, Article 10, Uniforms: Administrative "clean up".

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$42,846. The increase for Fiscal Year 2024-2025 is \$42,318. Authorize the Finance Director to make the appropriate supplemental appropriations to the FY 23/24 Adopted Budget. The fiscal impact for FY 2023-204: General Fund \$34,565; Water Fund \$1,951; SASA \$2,114; Wastewater Fund \$4,216.

Alternatives:

1. Do not approve the Mid-Manager Memorandum of Understanding which will result in no changes. If this occurs, Staff will require direction to address next steps with Mid-Manager.

Recommendation:

Adopt a Resolution:

- A. Approving the Memorandum of Understanding with Yuba City's Mid-Managers bargaining unit.
- B. Authorizing the Finance Director to amend the salary schedule.
- C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$42,846.

Attachments:

1. Attachment 1 Costing
2. Attachment 2 Resolution
3. Attachment 3 MM MOU
4. Attachment 4 MM Salary Schedules

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Mid Managers - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Salary increase - 1.5% COLA	\$ 42,846		42,846
Bilingual Pay 1.4% - No Utilization			
Two -Year Cost Projections			
Total Cost	<u>\$ 42,846</u>	<u>\$ -</u>	<u>\$ 42,846</u>
FY 2024-25			
Salary increase - 1.5% COLA	\$ 42,318		42,318
Bilingual Pay 1.4% - No Utilization			
Two -Year Cost Projections			
Total Cost	<u>\$ 42,318</u>	<u>\$ -</u>	<u>\$ 42,318</u>
<i>General Fund</i>	<i>\$ 68,571</i>	<i>\$</i>	<i>68,571</i>
<i>Water</i>	<i>\$ 3,902</i>	<i>\$</i>	<i>3,902</i>
<i>Wastewater</i>	<i>\$ 8,432</i>	<i>\$</i>	<i>8,432</i>
<i>SASA</i>	<i>\$ 4,259</i>	<i>\$</i>	<i>4,259</i>
<i>VMF</i>	<i>\$ -</i>	<i>\$</i>	<i>-</i>

ATTACHMENT 2

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE MID-MANAGERS (MM)
MEMORANDUM OF UNDERSTANDING
JULY 1, 2023 – JUNE 25, 2027**

WHEREAS, the City recognizes the Mid-Manager's (MM) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and MM met and conferred over the Memorandum of Understanding and;

WHEREAS, the City appreciates the efforts and energy the MM have put forth to finalize the MOU.

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

Approve the attached MM Memorandum of Understanding, which, in summary, includes the following terms:

1. MOU, first page: MOU extended to June 25, 2027.
2. MOU, 1.2, Salary Increases: Effective July 1, 2023, all classifications will receive 1.5% salary increase.
3. MOU, 1.4, Wage Reopeners: Agreement on wage re-openers in January 2025, May 2025, and May 2026.
4. MOU, 1.5, Bilingual Pay: 1.4% for employees who are proficient in speaking a foreign language.
5. MOU, 3.1, Health Plans: Administrative "clean up".
6. MOU, Article 6, Holidays: Thanksgiving week recognized as a holiday with reduction of floating holidays to one (1).
7. MOU, Article 10, Uniforms: Administrative "clean up".

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 including a supplemental appropriations in the amount of \$42,846.

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 7th day of November 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 3

Memorandum of Understanding

Between

The City of Yuba City

And

The Mid-Managers Unit



July 1, 2023, through June 25, 2027

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Preamble

This agreement between the City of Yuba City (City) and the Mid-Managers Unit has as its purpose the promotion of harmonious labor relations between the City and the Mid-Managers Unit and the establishment of rates of pay, hours of work, and other conditions of employment. The City recognizes the Mid-Managers Unit 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 Schedule

Employees hired in any Mid-Manager position after November 25, 2017, are 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".

1.2 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.

1.3 Benchmark Classifications

The top step for the Division Fire Chief is benchmarked at fifteen percent (15.0%) above the top step of the Battalion Chief.

The top step for the Engineer - Senior is benchmarked at fifteen percent (15.0%) above the top step for the Civil Engineer – Associate.

The top step for the Parks Maintenance Manager is benchmarked at fifteen percent (15.0%) above the top step for the Parks Maintenance Supervisor.

1.4 Wage Reopeners

The parties will meet to 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 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 will meet 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 discussion, there shall be no salary adjustment for that year.

1.5 Bilingual Pay

Effective November 18, 2023, employees in classifications listed in Appendix "D" who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

Article 2 – Public Employees' Retirement System

2.1 Retirement Terminology

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

The use of terms "classic member" and "new member" are 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 (6) 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 reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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's final average

compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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's final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay 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 members receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year's final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- E. 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

2.3 Fire Safety Member Retirement Formulas

- A. Employees hired before July 1, 2012, receive the 3% at 50 safety CalPERS formula with the three (3) year's final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired after June 30, 2012, who are not classified as new members receive the 3% at 55 safety CalPERS formula with the three (3) year's final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

C. Employees hired after December 31, 2012, who are classified as new members receive the 2.7% at 57 safety CalPERS formula with the three (3) year's final average compensation period. These employees pay one half 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 3 – Benefits

3.1 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 this bargaining unit.

C. Cash-in-Lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage is as follows:

- Employees who reduce the level of health care coverage that they are entitled to, 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. The Cash-in-Lieu benefit is based upon the lowest cost health plan.
- 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 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:

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

3.2 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%, major coverage is 60%, and vision allowance is \$800 in 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, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing as to whether the City will pay for the enhanced dental/vision benefits set forth above 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 Agreement.

3.3 Life Insurance

Life insurance benefit amount of one hundred thousand dollars (\$100,000) is maintained for employees.

3.4 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.

3.5 Health Benefits Committee

The Mid-Managers Unit designates at least one (1) representative to the citywide health benefits committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee will also contain members from other employee groups.

3.6 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

3.7 Dependent Care Spending Program

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

3.8 Long Term Disability

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

3.9 Tuition Reimbursement

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

Article 4 – Deferred Compensation

Employees receive \$100.00 per month into their deferred compensation account.

Article 5 – Vacation Accrual

A. Employees accrue vacation 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

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, and administrative leave, (determined in accordance with City Rules and Regulations, applicable LOU 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 LOU and based upon length of service) after the mandatory allocation to the 457(b) plan, 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 LOU.

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, 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 6 – Holidays

6.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. The City recognizes following holidays:

- a. New Year's Day (the first day of January)
- b. Martin Luther King Day (the third Monday in January)
- c. Washington's Birthday (the third Monday in February)
- d. Memorial Day (the last Monday in May)
- e. Independence Day (the fourth day of July)
- f. Labor Day (the first Monday in September)
- g. Veterans Day (observed on the day established by the Yuba City Unified School District)
- h. The Week of Thanksgiving, effective 2024
- i. Christmas Day (the 25th day of December)

- j. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve, or a combination on both days as approved by the department head.

Whenever a holiday falls on Sunday, the following Monday is observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Employees are entitled to holiday with pay only if (i) the employee would have been regularly scheduled to work and (ii) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

6.2 Floating Holiday

Effective July 1, 2024, employees receive one (1) floating holiday annually on July 1. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year. Scheduling/approval of use of the floating holiday must be in accordance with the requirements of Rules.

Article 7 – Administrative Leave

7.1 Allocation

Mid-Managers are exempt employees whose duties often require them to work outside of the City's typical business hours. In acknowledgement of such duties, bargaining unit employees are allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. For any employee who becomes a member mid-year, the employee will receive a pro-rata amount of administrative leave for the balance of the year. Employees may use leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment to delay the separation date.

7.2 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (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.

7.3 Maximum Carry Over

Employees may carry over a maximum of forty (40) hours of unused administrative leave to the next calendar year, subject to a maximum accrual cap of 160 administrative hours. Any unused administrative leave hours are paid out upon termination of employment.

7.4 Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours may be approved each year. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City.

Article 8 – Duty Chief Assignment

The Division Chief is assigned as the Duty Chief. The schedule will be developed and approved by the Fire Chief. While assigned as the Duty Chief, the employee must be available for immediate emergency response within time frames established by the Fire Chief. Duty Chiefs must be available to be immediately contacted by telephone, cellular telephone, radio and/or pager.

Article 9 – Certifications

The City pays the costs associated with obtaining and maintaining special certificates that are both required by the State of California, the City of Yuba City, or any governmental agency to obtain and maintain as a condition of employment.

Article 10 – Uniforms

Uniforms are issued and replaced by the City for employees in the Fire Department.

Article 11 – Reimbursement Policy

11.1 Reimbursable Excess Hours

Employees who are required to work hours in excess of normal management expectations will be reimbursed should the City bill for, and receive, reimbursement for their work performed.

11.2 Payment

Reimbursement for the employee will occur in the next normal pay period after the overtime occurs.

11.3 Rate

Reimbursement to the employee will occur at the salary rate billed by the City for the employees for those hours over the regularly scheduled salary only, not to exceed time and one-half. Employees will not be required to use vacation time while in a special assignment approved by their Department Head.

11.4 Retention by the City

The City retains reimbursements received by the City in excess of the salary for the employee.

11.5 Strike Team

Fire employees participating in Strike Team or Mutual Aid activities covered by the California Fire Assistance Agreement (CFAA) will be compensated at time and one-half for hours worked outside of regular duty hours when the City is being reimbursed at the time and one-half rate.

Article 12 – DMV License Examination

Physical examinations for employees who are required to maintain a Class A or B California driver's license as a job requirement will 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.

Article 13 – Term of Agreement

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

Date: _____

Date: 11/1/2023

City of Yuba City

Mid-Managers Unit

Diana Langley, City Manager

Ciara Wakefield
Ciara Wakefield

Michael W. Jarvis, Liebert Cassidy Whitmore

Katherine Willis
Katherine Willis

Phillip Marler
Phillip Marler

Scott Chandler
Scott Chandler (Oct 25, 2023 05:37 PDT)

Scott Chandler

Appendix “A” – Represented Classifications

The Mid-Managers Unit represents the following classifications:

Accounting Manager
Administrative Analyst III
Animal Services Manager
Chief Building Official
City Clerk Administrator
Deputy Director of Development Services
Deputy Public Works Director – Engineering
Deputy Public Works Director – Maintenance
Deputy Public Works Director – Utilities
Division Fire Chief
Information Security Administrator
Information Technology Manager
Park Maintenance Manager
Parks and Grounds Superintendent
Planning Manager
Project Manager
Recreation Manager

Appendix "B" - 5 Step Salary Schedule

10/30/20239:33 AM

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

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7165* ACCOUNTING MANAGER	MM	10,041 57.93	10,543 60.83	11,070 63.87	11,624 67.06	12,205 70.42	Monthly Hourly
7070* ADMINISTRATIVE ANALYST III	MM	7,761 44.78	8,149 47.01	8,556 49.36	8,984 51.83	9,433 54.42	Monthly Hourly
7125* ANIMAL SERVICES MANAGER	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7112* CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,350 59.71	10,868 62.70	11,411 65.83	11,981 69.12	Monthly Hourly
7418* CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,906 57.15	10,401 60.01	10,921 63.01	11,467 66.16	Monthly Hourly
7185 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,468 66.16	12,041 69.47	12,643 72.94	13,275 76.59	13,939 80.42	Monthly Hourly
7175* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,863 68.44	12,456 71.86	13,079 75.46	13,733 79.23	Monthly Hourly
7195* DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388 54.16	9,857 56.87	10,350 59.71	10,867 62.69	11,411 65.83	Monthly Hourly
7160* DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989 57.63	10,488 60.51	11,012 63.53	11,563 66.71	12,141 70.05	Monthly Hourly
7110* DIVISION FIRE CHIEF	MM	11,720 67.62	12,306 71.00	12,921 74.54	13,567 78.27	14,245 82.18	Monthly Hourly
7120* ENGINEER - SENIOR	MM	9,350 53.94	9,818 56.64	10,309 59.48	10,824 62.45	11,366 65.57	Monthly Hourly
7200* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,534 55.00	10,011 57.76	10,512 60.65	11,037 63.68	Monthly Hourly

7205*	INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,495	9,970	10,469	10,992	Monthly
			52.17	54.78	57.52	60.40	63.42	Hourly
7105*	INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,519	11,045	11,597	12,177	Monthly
			57.80	60.69	63.72	66.91	70.25	Hourly
7043*	PARK MAINTENANCE MANAGER	MM	6,928	7,274	7,638	8,020	8,421	Monthly
			39.97	41.97	44.07	46.27	48.58	Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	9,030	9,481	9,955	10,452	Monthly
			49.62	52.10	54.70	57.43	60.30	Hourly
7060*	PLANNING MANAGER	MM	9,556	10,034	10,536	11,063	11,616	Monthly
			55.13	57.89	60.78	63.83	67.01	Hourly
7085*	PROJECT MANAGER	MM	7,879	8,273	8,687	9,121	9,578	Monthly
			45.46	47.73	50.12	52.62	55.26	Hourly
7046*	RECREATION MANAGER	MM	8,062	8,465	8,888	9,332	9,799	Monthly
			46.51	48.84	51.28	53.84	56.53	Hourly

MOU Article 1.5 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

- - -

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management

FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PS - Police Sergeant

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

Mid Managers - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

CLASSIFICATION		Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
7565*	ACCOUNTING MANAGER	MM	10,041 57.93	10,292 59.38	10,543 60.83	10,807 62.35	11,070 63.87	11,347 65.46	11,624 67.06	11,915 68.74	12,205 70.42	Monthly Hourly
7470*	ADMINISTRATIVE ANALYST III	MM	7,761 44.78	7,955 45.89	8,149 47.01	8,353 48.19	8,556 49.36	8,770 50.60	8,984 51.83	9,209 53.13	9,433 54.42	Monthly Hourly
7525*	ANIMAL SERVICES MANAGER	MM	8,600 49.62	8,815 50.86	9,030 52.10	9,256 53.40	9,481 54.70	9,718 56.07	9,955 57.43	10,204 58.87	10,452 60.30	Monthly Hourly
7512*	CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,104 58.29	10,350 59.71	10,609 61.21	10,868 62.70	11,140 64.27	11,411 65.83	11,696 67.48	11,981 69.12	Monthly Hourly
7419*	CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,670 55.79	9,906 57.15	10,154 58.58	10,401 60.01	10,661 61.51	10,921 63.01	11,194 64.58	11,467 66.16	Monthly Hourly
7585	DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,468 66.16	11,755 67.82	12,041 69.47	12,342 71.20	12,643 72.94	12,959 74.76	13,275 76.59	13,607 78.50	13,939 80.42	Monthly Hourly
7575*	DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,581 66.81	11,863 68.44	12,160 70.15	12,456 71.86	12,768 73.66	13,079 75.46	13,406 77.34	13,733 79.23	Monthly Hourly
7595*	DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388 54.16	9,623 55.52	9,857 56.87	10,104 58.29	10,350 59.71	10,609 61.21	10,867 62.69	11,139 64.26	11,411 65.83	Monthly Hourly
7560*	DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989 57.63	10,239 59.07	10,488 60.51	10,750 62.02	11,012 63.53	11,288 65.12	11,563 66.71	11,852 68.38	12,141 70.05	Monthly Hourly
7510*	DIVISION FIRE CHIEF	MM	11,720 67.62	12,013 69.31	12,306 71.00	12,614 72.77	12,921 74.54	13,244 76.41	13,567 78.27	13,906 80.23	14,245 82.18	Monthly Hourly
7520*	ENGINEER - SENIOR	MM	9,350 53.94	9,584 55.29	9,818 56.64	10,064 58.06	10,309 59.48	10,567 60.96	10,824 62.45	11,095 64.01	11,366 65.57	Monthly Hourly
7600*	ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,307 53.69	9,534 55.00	9,773 56.38	10,011 57.76	10,262 59.20	10,512 60.65	10,775 62.16	11,037 63.68	Monthly Hourly
7605*	INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,269	9,495	9,733	9,970	10,220	10,469	10,731	10,992	Monthly

			52.17	53.48	54.78	56.15	57.52	58.96	60.40	61.91	63.42	Hourly
7505*	INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,269	10,519	10,782	11,045	11,321	11,597	11,887	12,177	Monthly
			57.80	59.24	60.69	62.20	63.72	65.31	66.91	68.58	70.25	Hourly
7443*	PARK MAINTENANCE MANAGER	MM	6,928	7,101	7,274	7,456	7,638	7,829	8,020	8,220	8,421	Monthly
			39.97	40.97	41.97	43.02	44.07	45.17	46.27	47.42	48.58	Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7460*	PLANNING MANAGER	MM	9,556	9,795	10,034	10,285	10,536	10,800	11,063	11,339	11,616	Monthly
			55.13	56.51	57.89	59.34	60.78	62.31	63.83	65.42	67.01	Hourly
7485*	PROJECT MANAGER	MM	7,879	8,076	8,273	8,480	8,687	8,904	9,121	9,349	9,578	Monthly
			45.46	46.59	47.73	48.92	50.12	51.37	52.62	53.94	55.26	Hourly
7446*	RECREATION MANAGER	MM	8,062	8,264	8,465	8,677	8,888	9,110	9,332	9,565	9,799	Monthly
			46.51	47.68	48.84	50.06	51.28	52.56	53.84	55.18	56.53	Hourly

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receive bilingual pay in the amount of 1.4% of the base rate of pay

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

Appendix “D” – Bilingual Classifications

ATTACHMENT 4

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

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7165* ACCOUNTING MANAGER	MM	10,041 57.93	10,543 60.83	11,070 63.87	11,624 67.06	12,205 70.42	Monthly Hourly
7070* ADMINISTRATIVE ANALYST III	MM	7,761 44.78	8,149 47.01	8,556 49.36	8,984 51.83	9,433 54.42	Monthly Hourly
7125* ANIMAL SERVICES MANAGER	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7112* CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,350 59.71	10,868 62.70	11,411 65.83	11,981 69.12	Monthly Hourly
7418* CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,906 57.15	10,401 60.01	10,921 63.01	11,467 66.16	Monthly Hourly
7185 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,468 66.16	12,041 69.47	12,643 72.94	13,275 76.59	13,939 80.42	Monthly Hourly
7175* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,863 68.44	12,456 71.86	13,079 75.46	13,733 79.23	Monthly Hourly
7195* DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388 54.16	9,857 56.87	10,350 59.71	10,867 62.69	11,411 65.83	Monthly Hourly
7160* DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989 57.63	10,488 60.51	11,012 63.53	11,563 66.71	12,141 70.05	Monthly Hourly
7110* DIVISION FIRE CHIEF	MM	11,720 67.62	12,306 71.00	12,921 74.54	13,567 78.27	14,245 82.18	Monthly Hourly
7120* ENGINEER - SENIOR	MM	9,350 53.94	9,818 56.64	10,309 59.48	10,824 62.45	11,366 65.57	Monthly Hourly
7200* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,534 55.00	10,011 57.76	10,512 60.65	11,037 63.68	Monthly Hourly

7205*	INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,495	9,970	10,469	10,992	Monthly
			52.17	54.78	57.52	60.40	63.42	Hourly
7105*	INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,519	11,045	11,597	12,177	Monthly
			57.80	60.69	63.72	66.91	70.25	Hourly
7043*	PARK MAINTENANCE MANAGER	MM	6,928	7,274	7,638	8,020	8,421	Monthly
			39.97	41.97	44.07	46.27	48.58	Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	9,030	9,481	9,955	10,452	Monthly
			49.62	52.10	54.70	57.43	60.30	Hourly
7060*	PLANNING MANAGER	MM	9,556	10,034	10,536	11,063	11,616	Monthly
			55.13	57.89	60.78	63.83	67.01	Hourly
7085*	PROJECT MANAGER	MM	7,879	8,273	8,687	9,121	9,578	Monthly
			45.46	47.73	50.12	52.62	55.26	Hourly
7046*	RECREATION MANAGER	MM	8,062	8,465	8,888	9,332	9,799	Monthly
			46.51	48.84	51.28	53.84	56.53	Hourly

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- - -

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management

FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PS - Police Sergeant

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SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 1, 2023

Mid Managers - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

CLASSIFICATION			Group	SALARY STEPS								
				1	2	3	4	5	6	7	8	9
7565*	ACCOUNTING MANAGER	MM	10,041	10,292	10,543	10,807	11,070	11,347	11,624	11,915	12,205	Monthly
			57.93	59.38	60.83	62.35	63.87	65.46	67.06	68.74	70.42	Hourly
7470*	ADMINISTRATIVE ANALYST III	MM	7,761	7,955	8,149	8,353	8,556	8,770	8,984	9,209	9,433	Monthly
			44.78	45.89	47.01	48.19	49.36	50.60	51.83	53.13	54.42	Hourly
7525*	ANIMAL SERVICES MANAGER	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7512*	CHIEF BUILDING OFFICIAL	MM	9,857	10,104	10,350	10,609	10,868	11,140	11,411	11,696	11,981	Monthly
			56.87	58.29	59.71	61.21	62.70	64.27	65.83	67.48	69.12	Hourly
7419*	CITY CLERK ADMINISTRATOR	MM	9,434	9,670	9,906	10,154	10,401	10,661	10,921	11,194	11,467	Monthly
			54.43	55.79	57.15	58.58	60.01	61.51	63.01	64.58	66.16	Hourly
7585	DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,468	11,755	12,041	12,342	12,643	12,959	13,275	13,607	13,939	Monthly
			66.16	67.82	69.47	71.20	72.94	74.76	76.59	78.50	80.42	Hourly
7575*	DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298	11,581	11,863	12,160	12,456	12,768	13,079	13,406	13,733	Monthly
			65.18	66.81	68.44	70.15	71.86	73.66	75.46	77.34	79.23	Hourly
7595*	DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388	9,623	9,857	10,104	10,350	10,609	10,867	11,139	11,411	Monthly
			54.16	55.52	56.87	58.29	59.71	61.21	62.69	64.26	65.83	Hourly
7560*	DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989	10,239	10,488	10,750	11,012	11,288	11,563	11,852	12,141	Monthly
			57.63	59.07	60.51	62.02	63.53	65.12	66.71	68.38	70.05	Hourly
7510*	DIVISION FIRE CHIEF	MM	11,720	12,013	12,306	12,614	12,921	13,244	13,567	13,906	14,245	Monthly
			67.62	69.31	71.00	72.77	74.54	76.41	78.27	80.23	82.18	Hourly
7520*	ENGINEER - SENIOR	MM	9,350	9,584	9,818	10,064	10,309	10,567	10,824	11,095	11,366	Monthly
			53.94	55.29	56.64	58.06	59.48	60.96	62.45	64.01	65.57	Hourly
7600*	ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080	9,307	9,534	9,773	10,011	10,262	10,512	10,775	11,037	Monthly
			52.38	53.69	55.00	56.38	57.76	59.20	60.65	62.16	63.68	Hourly
7605*	INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,269	9,495	9,733	9,970	10,220	10,469	10,731	10,992	Monthly

			52.17	53.48	54.78	56.15	57.52	58.96	60.40	61.91	63.42	Hourly
7505*	INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,269	10,519	10,782	11,045	11,321	11,597	11,887	12,177	Monthly
			57.80	59.24	60.69	62.20	63.72	65.31	66.91	68.58	70.25	Hourly
7443*	PARK MAINTENANCE MANAGER	MM	6,928	7,101	7,274	7,456	7,638	7,829	8,020	8,220	8,421	Monthly
			39.97	40.97	41.97	43.02	44.07	45.17	46.27	47.42	48.58	Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7460*	PLANNING MANAGER	MM	9,556	9,795	10,034	10,285	10,536	10,800	11,063	11,339	11,616	Monthly
			55.13	56.51	57.89	59.34	60.78	62.31	63.83	65.42	67.01	Hourly
7485*	PROJECT MANAGER	MM	7,879	8,076	8,273	8,480	8,687	8,904	9,121	9,349	9,578	Monthly
			45.46	46.59	47.73	48.92	50.12	51.37	52.62	53.94	55.26	Hourly
7446*	RECREATION MANAGER	MM	8,062	8,264	8,465	8,677	8,888	9,110	9,332	9,565	9,799	Monthly
			46.51	47.68	48.84	50.06	51.28	52.56	53.84	55.18	56.53	Hourly

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PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Confidential Resolution

Recommendation: Adopt a Resolution:

A. Approving the Resolution with the Confidential Employees

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$6,951

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$6,951. The increase for Fiscal Year 2024-2025 is \$6,852.

Purpose:

To approve the Confidential Employees' wage and benefits Resolution which includes, in summary, a wage increase of 1.5% effective July 1, 2023, 1.4% bilingual pay, accrue up to 80 hours of compensatory time off, Thanksgiving week is recognized as a holiday, changes to administrative leave provision for new employees, and administrative "clean up" in the dental and vision, and health plans.

Council's Strategic Goal:

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

Background:

In April 2014, the City adopted a Resolution identifying unrepresented Confidential employees with the City and aligning their benefits with the Mid-Managers' bargaining unit. The purpose of the Resolution was to properly designate classifications as "confidential" in accordance with the principles of state labor law. The principles of state labor law specifically define "confidential" employees as those who are involved in employer-employee relations, including negotiations or investigating and responding to union grievances. These "confidential" duties may include participating on the City's team in negotiations, preparing sensitive information to be used in negotiations, drafting or costing our proposals, drafting contract language for negotiations, and participating in impasse resolution or the fact-finding process. Confidential positions are designated as such so they do not undermine or create a conflict of interest within the employer-union relationship. It was determined that a clean-up resolution would be good practice to ensure all the Confidential Employees' pay and benefits were contained in one resolution.

Analysis:

The City and Confidential Employees met and discussed the Compensation Resolution and they have agreed to a Resolution that includes, in summary, the following items:

1. Resolution 1.2, Salary Increases: Effective July 1, 2023, all classifications will receive 1.5% salary increase.
2. Resolution, 1.3, Bilingual Pay: 1.4% of base pay for employees who are proficient in speaking a foreign language.
3. Resolution, 2.2, Compensatory Time Off: Accrue up 80 hours of compensatory time off.
4. Resolution, 3, Administrative Leave: Employees hired before July 1, 2023 are grandfathered in to receive administrative leave. Employees hired after July 1, 2023 are not eligible to receive administrative leave.
5. Resolution, 5.1, Health Plans: Administrative "clean up".
6. Resolution, 5.2 Dental and Vision Plans: Administrative "clean up".
7. Resolution 7.1, Holidays: Thanksgiving week is recognized as a holiday with reduction of floating holidays to one (1).

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$6,951. The increase for Fiscal Year 2024-2025 is \$6,852. Authorize the Finance Director to prepare supplemental appropriations as follows: City Manager 1305-61210 \$1,362; City Clerk 1710-61210 \$5,589.

Alternatives:

1. Do not approve the Resolutions for Confidential Employees. If this occurs, Staff will require direction to address next steps with the Confidential Employees.

Recommendation:

Adopt a Resolution:

- A. Approving the Resolution with the Confidential Employees.
- B. Authorizing the Finance Director to amend the salary schedule.
- C. Authorize the Finance Director to prepare a supplemental appropriation in the amount of \$6,951.

Attachments:

1. Attachment 1 Costing
2. Attachment 2 Resolution
3. Attachment 3 Yuba City Confidential Reso 2023
4. Attachment 4 CONF Salary Schedule

Prepared By:

Sheleen Loza
Administrative Analyst III

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Confidential Unit - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Salary increase - 1.5% COLA	\$ 6,951		6,951
Bilingual Pay 1.4% - No Utilization	\$ -		-
Two -Year Cost Projections			
Total Cost	\$ 6,951	\$ -	\$ 6,951
FY 2024-25			
Salary increase - 1.5% COLA	\$ 6,852		6,852
Bilingual Pay 1.4% - No Utilization	\$ -		-
Two -Year Cost Projections			
Total Cost	\$ 6,852	\$ -	\$ 6,852
General Fund	\$ 13,803		\$ 13,803
Water	\$ -		\$ -
Wastewater	\$ -		\$ -
SASA	\$ -		\$ -
VMF	\$ -		\$ -

ATTACHMENT 2

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE UNREPRESENTED CONFIDENTIAL EMPLOYEES WAGE AND
BENEFITS RESOLUTION**

WHEREAS, the City recognizes the Confidential Employees' commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and Confidential Employees met and conferred over the Resolution and;

WHEREAS, the City appreciates the efforts and energy the Confidential Employees have put forth to finalize the Resolution.

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

Approve the attached Confidential Resolution, which includes, in summary, the following terms:

1. Resolution 1.2, Salary Increases: Effective July 1, 2023, all classifications will receive 1.5% salary increase.
2. Resolution, 1.3, Bilingual Pay: 1.4% of base pay for employees who are proficient in speaking a foreign language.
3. Resolution, 2.2, Compensatory Time Off: Accrue up 80 hours of compensatory time off.
4. Resolution, 3, Administrative Leave: Employees hired before July 1, 2023 are grandfathered in to receive administrative leave. Employees hired after July 1, 2023 are not eligible to receive administrative leave.
5. Resolution, 5.1, Health Plans: Administrative "clean up".
6. Resolution, 5.2 Dental and Vision Plans: Administrative "clean up".
7. Resolution 7.1, Holidays: Thanksgiving week is recognized as a holiday with reduction of floating holidays to one (1).

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the Resolution'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 including a supplemental appropriation in the amount of \$6,951.

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 7th day of November 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 3

The City of Yuba City
Compensation Resolution
For
Confidential Employees



Effective July 1, 2023

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Preamble

This Compensation Resolution applies to only employees in the Confidential Unit, listed in Appendix "A" Confidential Employees.

Article 1 – Salary

1.1 Salary Schedule

Employees hired after November 25, 2017, are 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".

1.2 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.

1.3 Bilingual Pay

Employees listed in Appendix "D" Bilingual Classifications who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

1.4 Deferred Compensation

Employees receive \$100.00 per month into their deferred compensation account.

Article 2 – Overtime

2.1 Overtime

Employees required to work in excess of forty (40) hours in the work period receive overtime at time-and-a-half an employee's regular rate of pay. All paid time counts as hours worked towards the calculation of overtime.

2.2 Compensatory Time Off (CTO)

Employees may accrue a maximum of eighty (80) hours of (CTO). Employees may not cash out CTO. Upon separation, CTO will be paid out at the employee's current regular rate of pay or the average regular rate of pay for the last three (3) years, whichever is greater.

Article 3 – Administrative Leave

3.1 Allocation

Employees hired before July 1, 2023, are allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. For any employee who becomes

a member mid-year, the employee will receive a pro-rata amount of administrative leave for the balance of the year. Employees may use leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment to delay the separation date.

3.2 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election must 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.

3.3 Maximum Carry Over

Employees may carry over a maximum of forty (40) hours of unused administrative leave to the next calendar year, subject to a maximum accrual cap of 160 administrative hours. Any unused administrative leave hours are paid out upon termination of employment.

Article 4 – Public Employees’ Retirement System

4.1 Retirement Terminology

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

The use of terms “classic member” and “new member” are 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 (6) months, returns to active membership in that system with a new employer.

4.2 Miscellaneous Member Retirement Formulas

- A. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) year’s final average compensation period. The City pays 100% of the employee’s contribution to

CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

- B. 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's final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after December 31, 2012, who are classified as new members receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year's final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- D. 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 5 – Benefits

5.1 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 this bargaining unit.
- C. Cash-in-Lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage is as follows:

- Employees who reduce the level of health care coverage that they are entitled to, 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. The Cash-in-Lieu benefit is based upon the lowest cost health plan.

- 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 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:

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

5.2 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%, major coverage is 60%, and vision allowance is \$800 in 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 as to whether the City will pay for the enhanced dental/vision benefits set forth above 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 Agreement.

5.3 Life Insurance

Life insurance benefit amount of one hundred thousand dollars (\$100,000) is maintained for employees.

5.4 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.

5.5 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

5.6 Dependent Care Spending Program

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

5.7 Long Term Disability

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

5.8 Tuition Reimbursement

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

Article 6 – Vacation Accrual

A. Employees accrue vacation 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

Article 7 – Holidays

7.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. Effective January 1, 2024, the City recognizes the following holidays:

- a. New Year's Day (the first day of January)
- b. Martin Luther King Day (the third Monday in January)
- c. Washington's Birthday (the third Monday in February)
- d. Memorial Day (the last Monday in May)
- e. Independence Day (the fourth day of July)
- f. Labor Day (the first Monday in September)
- g. Veterans Day (observed on the day established by the Yuba City Unified School District)
- h. The Week of Thanksgiving

- i. Christmas Day (the 25th day of December)
- j. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve, or a combination on both days as approved by the department head.

Whenever a holiday falls on Sunday, the following Monday is observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Employees are entitled to holiday with pay only if (i) the employee would have been regularly scheduled to work and (ii) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

Employees on alternate work schedule who wish to be paid for their full normal shift on a paid holiday may either:

- a. Use accrued vacation or CTO hours to supplement the 8-hours of holiday pay; or
- b. Flex their schedules and work additional hours on another day in the same FLSA workweek to cover the difference between their scheduled day and the 8-hours of holiday pay.

7.2 Floating Holiday

Effective 2024, employees receive one (1) floating holiday per fiscal year. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year. Scheduling/approval of use of the floating holiday must be in accordance with the requirements of Rules.

Article 8 – Term

This Resolution is effective July 1, 2023, and continues in full force and effect until superseded by a subsequent Resolution.

Appendix “A” – Confidential Classifications

This Resolution covers the following classifications:

Appendix "B" – 5 Step Salary Schedule

10/30/2023 9:10 AM

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

Confidential - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
1050	ADMINISTRATIVE ANALYST I	CON	6,350	6,668	7,001	7,351	7,718	Monthly
			36.63	38.47	40.39	42.41	44.53	Hourly
1052	ADMINISTRATIVE ANALYST II	CON	6,985	7,334	7,701	8,086	8,490	Monthly
			40.30	42.31	44.43	46.65	48.98	Hourly
1045	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,383	5,652	5,935	6,232	6,544	Monthly
			31.06	32.61	34.24	35.95	37.75	Hourly
1018	HUMAN RESOURCES TECHNICIAN I	CON	4,238	4,450	4,673	4,907	5,153	Monthly
			24.45	25.67	26.96	28.31	29.73	Hourly
1020	HUMAN RESOURCES TECHNICIAN II	CON	4,663	4,896	5,141	5,398	5,668	Monthly
			26.90	28.25	29.66	31.14	32.70	Hourly
1062	MANAGEMENT ANALYST	CON	7,684	8,068	8,471	8,895	9,339	Monthly
			44.33	46.55	48.87	51.32	53.88	Hourly

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

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

10/30/2023 9:12 AM

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

Confidential - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
1250	ADMINISTRATIVE ANALYST I	CON	6,350	6,509	6,668	6,835	7,001	7,176	7,351	7,535	7,718	Monthly
			36.63	37.55	38.47	39.43	40.39	41.40	42.41	43.47	44.53	Hourly
1252	ADMINISTRATIVE ANALYST II	CON	6,985	7,160	7,334	7,518	7,701	7,894	8,086	8,288	8,490	Monthly
			40.30	41.31	42.31	43.37	44.43	45.54	46.65	47.82	48.98	Hourly
1245	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,383	5,518	5,652	5,794	5,935	6,084	6,232	6,388	6,544	Monthly
			31.06	31.83	32.61	33.43	34.24	35.10	35.95	36.85	37.75	Hourly
1218	HUMAN RESOURCES TECHNICIAN I	CON	4,238	4,344	4,450	4,562	4,673	4,790	4,907	5,030	5,153	Monthly
			24.45	25.06	25.67	26.32	26.96	27.63	28.31	29.02	29.73	Hourly
1220	HUMAN RESOURCES TECHNICIAN II	CON	4,663	4,780	4,896	5,019	5,141	5,270	5,398	5,533	5,668	Monthly
			26.90	27.58	28.25	28.96	29.66	30.40	31.14	31.92	32.70	Hourly
1262	MANAGEMENT ANALYST	CON	7,684	7,876	8,068	8,270	8,471	8,683	8,895	9,117	9,339	Monthly
			44.33	45.44	46.55	47.71	48.87	50.09	51.32	52.60	53.88	Hourly

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

Appendix “D” – Bilingual Classifications

ATTACHMENT 4

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

Confidential - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
1050	ADMINISTRATIVE ANALYST I	CON	6,350	6,668	7,001	7,351	7,718	Monthly
			36.63	38.47	40.39	42.41	44.53	Hourly
1052	ADMINISTRATIVE ANALYST II	CON	6,985	7,334	7,701	8,086	8,490	Monthly
			40.30	42.31	44.43	46.65	48.98	Hourly
1045	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,383	5,652	5,935	6,232	6,544	Monthly
			31.06	32.61	34.24	35.95	37.75	Hourly
1018	HUMAN RESOURCES TECHNICIAN I	CON	4,238	4,450	4,673	4,907	5,153	Monthly
			24.45	25.67	26.96	28.31	29.73	Hourly
1020	HUMAN RESOURCES TECHNICIAN II	CON	4,663	4,896	5,141	5,398	5,668	Monthly
			26.90	28.25	29.66	31.14	32.70	Hourly
1062	MANAGEMENT ANALYST	CON	7,684	8,068	8,471	8,895	9,339	Monthly
			44.33	46.55	48.87	51.32	53.88	Hourly

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

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

Confidential - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
1250	ADMINISTRATIVE ANALYST I	CON	6,350 36.63	6,509 37.55	6,668 38.47	6,835 39.43	7,001 40.39	7,176 41.40	7,351 42.41	7,535 43.47	7,718 44.53	Monthly Hourly
1252	ADMINISTRATIVE ANALYST II	CON	6,985 40.30	7,160 41.31	7,334 42.31	7,518 43.37	7,701 44.43	7,894 45.54	8,086 46.65	8,288 47.82	8,490 48.98	Monthly Hourly
1245	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,383 31.06	5,518 31.83	5,652 32.61	5,794 33.43	5,935 34.24	6,084 35.10	6,232 35.95	6,388 36.85	6,544 37.75	Monthly Hourly
1218	HUMAN RESOURCES TECHNICIAN I	CON	4,238 24.45	4,344 25.06	4,450 25.67	4,562 26.32	4,673 26.96	4,790 27.63	4,907 28.31	5,030 29.02	5,153 29.73	Monthly Hourly
1220	HUMAN RESOURCES TECHNICIAN II	CON	4,663 26.90	4,780 27.58	4,896 28.25	5,019 28.96	5,141 29.66	5,270 30.40	5,398 31.14	5,533 31.92	5,668 32.70	Monthly Hourly
1262	MANAGEMENT ANALYST	CON	7,684 44.33	7,876 45.44	8,068 46.55	8,270 47.71	8,471 48.87	8,683 50.09	8,895 51.32	9,117 52.60	9,339 53.88	Monthly Hourly

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City
receive bilingual pay in the amount of 1.4% of the base rate of pay

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Department Head Salary Schedule

Recommendation: A. Adopt a Resolution authorizing the Finance Director to amend the salary schedule effective July 15, 2023

B. Adopt a Resolution authorizing the City Manager to negotiate any salary changes with department heads

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$28,221

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$28,221. The increase for Fiscal Year 2024-2025 is \$29,659.

Purpose:

To authorize the Finance Director to update the salary schedules for a 3.25% base salary increase for Police Chief and Fire Chief classifications; 1.5% base salary increase for Public Works & Development Services Director, Finance Director, Community Services Director, and Human Resources Director classifications; and to authorize the City Manager to negotiate any salary changes with the Department Heads within the parameters of the salary schedule.

Council's Strategic Goal:

The salary schedule changes address the City Council's overarching Strategic Goals of Quality of Life as Department Heads oversee City operations.

Background:

The Department Head classifications are: 1) Police Chief, 2) Fire Chief, 3) Public Works & Development Services Director, 4) Finance Director, 5) Community Services Director, and 6) Human Resources Director. The Department Heads serve in "at will" positions. Department Heads have individual employment contracts; the current employment contracts originated in 2020 and were implemented in 2020 or when the employee was appointed.

Analysis:

It is being proposed that the salary schedules for the Public Works & Development Services Director, Finance Director, Community Services Director, and Human Resources Director classifications receive a 1.5% base salary and the Police Chief and Fire Chief classifications receive a 3.25% base salary increase. Resulting salary increases would be effective July 15, 2023. Potential increases for these executive positions have been being discussed parallel to the bargaining unit negotiations. This salary increase methodology is consistent with the offers provided to the corresponding bargaining units and alleviates compaction issues between the Department Heads and their mid-manager classifications.

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$28,221. The increase for Fiscal Year 2024-2025 is \$29,659. Authorize the Finance Director to prepare the appropriate supplemental appropriations. The fiscal impact for FY 2023-204: General Fund \$54,678; Water Fund \$1,601; Wastewater Fund \$1,601.

Alternatives:

Do not approve the Department Head salary schedules which will result in no changes. If this occurs, Staff will require direction to address next steps with Department Heads.

Recommendation:

- A. Adopt a Resolution authorizing the Finance Director to amend the salary schedule effective July 15, 2023
- B. Adopt a Resolution authorizing the City Manager to negotiate any salary changes with department heads
- C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$28,221

Attachments:

- 1. Attachment 1 Costing
- 2. Attachment 2 Resolution
- 3. Attachment 3 Salary Schedule

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Executive Team - November 7, 2023 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Salary increase - 1.5% COLA -effective July 15, 2023	\$ 11,195		11,195
Safety Salary increase - 3.25% COLA effective July 15, 2023	\$ 17,026		17,026
Two -Year Cost Projections			
Total Cost	\$ 28,221	\$ -	\$ 28,221
FY 2024-25			
Salary increase - 1.5% COLA	\$ 11,944		11,944
Safety Salary increase - 3.25% COLA	\$ 17,715		17,715
Two -Year Cost Projections			
Total Cost	\$ 29,659	\$ -	\$ 29,659
General Fund	\$ 54,678	\$	\$ 54,678
Water	\$ 1,601	\$	\$ 1,601
Wastewater	\$ 1,601	\$	\$ 1,601
SASA	\$ -	\$	\$ -
VMF	\$ -	\$	\$ -

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE DEPARTMENT HEAD SALARY SCHEDULE AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE SALARY INCREASES
WITH DEPARTMENT HEADS**

WHEREAS, Department Heads include the following classifications: Police Chief, Fire Chief, Public Works & Development Services Director, Finance Director, Community Services Director, and Human Resources Director; and

WHEREAS, the City recognizes the Department Heads' commitment to the City and its citizens while providing outstanding and dedicated service to all; and

WHEREAS, Department Heads are "at will" employees and have individual employee contracts that reflect the terms of their employment; and

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

- A. Authorize the Finance Director to update the Department Head salary schedules as follows:
 - The classifications of Public Works & Development Services Director, Finance Director, Community Services, and Human Resources Director shall each receive a 1.5% base salary increase,
 - The classifications of Fire Chief and Police shall receive 3.25% base salary increase.
- B. Consistent with current authority and the authority of this Resolution, the City Manager is authority to negotiate any salary increases with the Department Heads within the parameters of the approved salary schedule.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution including a supplemental appropriations in the amount of \$28,221.

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 7th day of November 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 3

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 15, 2023**

Department Heads

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
8070 *	CITY MANAGER	CM	-	-	-	-	18,375	Monthly
			-	-	-	-	106.01	Hourly
8090*	PUBLIC WORKS & DEVELOPMENT SERVICES DIRECTOR	DH	13,620	-	-	-	16,556	Monthly
			78.58	-	-	-	95.51	Hourly
8010*	DIRECTOR OF HUMAN RESOURCES	DH	11,000	-	-	-	13,371	Monthly
			63.46	-	-	-	77.14	Hourly
8140*	DIRECTOR OF COMMUNITY SERVICES	DH	12,613	-	-	-	15,332	Monthly
			72.77	-	-	-	88.45	Hourly
8030*	FIRE CHIEF	DH	14,311	-	-	-	17,396	Monthly
			82.57	-	-	-	100.36	Hourly
8050*	POLICE CHIEF	DH	14,311	-	-	-	17,396	Monthly
			82.57	-	-	-	100.36	Hourly
8020*	DIRECTOR OF FINANCE	DH	12,241	-	-	-	14,879	Monthly
			70.62	-	-	-	85.84	Hourly

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

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City
receive bilingual pay in the amount of 1.4% of the base rate of pay

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Fiscal Year 2024-2025 Waste Tire Enforcement Grant Application
Recommendation: Adopt a Resolution authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2024-25
Fiscal Impact: None directly to the City. The Yuba-Sutter LEA estimates receiving funding of \$90,000-\$110,000 for enforcement activities

Purpose:

To ensure that generators of waste tires properly handle, store, transport and dispose of waste tires as required under regulations. This is accomplished by annual facility inspections and education and by conducting surveillance for illegally disposed tires.

Background:

In 1989, CalRecycle (formerly called the California Integrated Waste Management Board) certified all County Environmental Health Departments to be the Local Enforcement Agencies (LEA) to carry out solid waste permitting, inspection and enforcement activities. Sutter County and Yuba County opted to form a joint local enforcement agency with Yuba County Environmental Health Department being the lead agency. Enforcement activities include the cities of Yuba City, Live Oak, Marysville, and Wheatland, as well as Yuba and Sutter Counties.

CalRecycle receives revenue through fees generated from each new tire sold in California to fund the Waste Tire grants.

Analysis:

The Yuba-Sutter LEA, through Yuba County, has one inspector dedicated to Waste Tire Enforcement activities for the bi-county region. The inspector performs 30 – 40 inspections and responds to one or two complaints per month. Inspections are performed every two to three years on tire shops, auto repair shops, farmers, or any business that receives, sells, or stores tires. The businesses are required to keep disposal records for up to three years. The inspector verifies that the business is in compliance with state laws regarding their disposal process and how many waste and used tires are on hand.

Violators are given 30 days to become compliant; if in 30 days they are still in violation, the business is referred to CalRecycle for enforcement (see attached Flow Chart).

On behalf of the Yuba-Sutter Local Enforcement Agency, Yuba County is prepared to submit a collaborative application for the Waste Tire Enforcement Grant for FY 2024-25. The grant pays for the cost of the inspector and inspections at \$119 per hour, which includes personnel time, a truck and other equipment, mileage, administration and overhead costs, etc.

Fiscal Impact:

None directly to the City. Jurisdictions with populations equal or less than 900,000 are eligible to receive up to \$300,000. The Yuba-Sutter LEA usually budgets for \$90,000 to \$110,000 per grant cycle and at least 80% of this money is spent. The Yuba-Sutter LEA received a grant of \$102,540 for Waste Tire Enforcement activities for FY 2023-24.

Alternatives:

If the City Council elects not to participate in the collaborative application with the Yuba-Sutter Local Enforcement Agency, it may result in a loss of waste tire enforcement activities within the City boundaries.

Recommendation:

Adopt a Resolution authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2024-25.

Attachments:

1. Resolution - 2024-2025 Waste Tire Program (1)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE COUNTY OF YUBA TO PERFORM WASTE TIRE
ENFORCEMENT ACTIVITIES ON BEHALF OF THE CITY OF YUBA CITY AND
SUBMIT A COLLABORATIVE APPLICATION FOR THE WASTE TIRE
ENFORCEMENT GRANT, FISCAL YEAR 2024-25**

WHEREAS, Public Resources Code sections 4000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various Grant Programs (Grant) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health, health and safety and the environment; and

WHEREAS, funds are allocated and available from the CalRecycle for Grants to cities, counties, and cities and counties with regulatory authority within the City and County government to perform enforcement/compliance and surveillance activities of entities and/or individuals involved with the waste tire industry; and

WHEREAS, CalRecycle has been delegated the responsibility for the administration of the Program within the State; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish necessary procedures governing the application, awarding and management of the Grants; and

WHEREAS, procedures established by the State and CalRecycle require each Applicant's governing body to certify by resolution its approval of the submittal of Grant Application to CalRecycle; and

WHEREAS, the County of Yuba has agreed to perform waste tire activities on behalf of the City of Yuba City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby authorizes the County of Yuba to submit to the CalRecycle a Collaborative Application for the Waste Tire Enforcement Grant, Fiscal Year 2024-25 on its behalf.

BE IT FURTHER RESOLVED that the County of Yuba is hereby authorized and empowered to execute all Grant-related documents, including, but not limited to, Applications, Payment Requests, Agreements, and Amendments necessary to secure Grant funds and to implement and carry out the purposed specified in the Grant Application.

BE IT FURTHER RESOLVED that the County of Yuba is hereby authorized to conduct waste tire enforcement activities within the jurisdictional boundaries of the City of Yuba City during the term of Fiscal Year 2024-25 Local Government Waste Tire Enforcement Grant.

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 7th day of November 2023.

###

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Personal Protective Equipment Extractors

Recommendation: Adopt a Resolution:

A. Authorizing the sole source purchase of three soft-mount Personal Protective Equipment (PPE) Extractors from AllStar Fire Equipment Inc. in the amount of \$17,310.78, with the finding that it is in the best interest of the City

B. Authorizing the Finance Director to transfer \$17,310.78 from account 1305-62701 into account 2310-64206

Fiscal Impact: \$17,310.78 - Account No. 2310-64206 (Fire - Laundry Uniform/Turnouts).

Purpose:

The Fire Department is seeking authorization to purchase three PPE extractors that can be installed at three fire stations within the City.

Council's Strategic Goal:

Public Safety- Providing necessary equipment to support Public Safety personnel and department operations.

Background:

The Yuba City Fire Department has over fifty employees who utilize special PPE, referred to as turnout gear, used in firefighting operations. The overwhelming majority of employees are assigned a primary and secondary set of turnout gear. The secondary gear is the backup set of PPE that can be used when the primary set is soiled, damaged, or out for repair. In due time, all employees will be assigned two sets of gear, as this is an industry standard in the fire service. This allows one set used in firefighting operations to be taken out of service, cleaned, and returned to use. The emphasis on cleaning turnout gear is to help lower the cancer potential and reduce carcinogens that may come into contact with firefighters. The City and department have supported a cancer-conscious environment, demonstrated through purchasing certain PPE types, proper PPE storage facilities, and funding for NFPA-recommended annual inspections.

The department employs the use of one PPE Extractor (washer) to clean soiled gear. Our current extractor is housed at Fire Station 4. It is a larger industrial-style unit that is referred to as a hard-mounted extractor. These extractors are typically larger, require stringent concrete and electrical specifications, larger water lines, and are required to be hard mounted to the ground. The units can be more expensive to maintain and come at a more significant cost than the soft-mounted extractors, which the department is seeking approval to purchase.

Analysis:

Due to growth in personnel and an increased turnout inventory, demand for using the department's sole extractor has created maintenance issues, wear and tear, and logistical challenges. Getting soiled gear to the station where the extractor is located requires rotating crews and taking fire units out of their assigned district. Also, because of recent personnel additions and the department purchasing fifty additional sets of PPE turnouts in 2022, a need to outfit the department with additional extractors has been identified.

The department is seeking Council approval for a sole source purchase from AllStar Fire Equipment Inc. for three soft-mount Groves Ready Rack EW22 Extractors that would be housed at three different fire stations. The Grove Ready Rack personal protective equipment (PPE) extractors have been competitively solicited, and negotiated prices for equipment are reasonable and on par with previous equipment of a similar size undertaken by other public agencies. Allstar Fire Equipment Inc. is the sole authorized distributor of Grove Ready Rack soft mount PPE extractors in the region, the equipment will be more reasonably likely to integrate into the City's existing operations, maintenance, and facilities, and the proposed negotiated prices for the equipment are reasonable and on par with previous projects of a similar size undertaken by other public agencies. Additionally, the equipment has unique design and performance specifications to be able to operate on-site within the existing footprints of the facilities, thereby allowing more effective use and availability of fire personnel which is essential to department operations and not available in hard-mounted PPE extractor products, and as such, AllStar Fire Equipment Inc. is contracted as a Citywide sole source vendor.

The soft-mount extractors are less expensive than the hard-mounted extractors, require little to no work before installation, and are NFPA compliant. The units are similar to a typical front-load clothes washer and can be installed where an ordinary washer and dryer would be installed. Adding the units would allow fire crews to wash gear more promptly and not have to go out of the district for drop off and pick up of soiled and clean gear. Also, this would ensure that firefighters wash gear when it is necessary and required to do so. Adding three soft-mount extractors would make a total of four extractors for department use. The three new extractors would provide life and longevity and supplement our current 20-year-old hard-mounted extractor.

Fiscal Impact:

The cost for the three PPE Extractors is \$17,310.78. Staff is requesting authorization for the Finance Director to transfer \$17,310.78 from Account No. 1305-62701 (Administration - Professional Services) to Account No. 2310-64206 (Fire - Laundry Uniform/Turnouts). There is currently \$68,528 available in Account No. 1305-62701.

Alternatives:

1. Authorize approval to purchase less than the desired number of units.
2. Do not authorize approval to purchase equipment.

Recommendation:

Adopt a Resolution:

A. Authorizing the sole source purchase of three soft-mount Personal Protective Equipment (PPE) Extractors from AllStar Fire Equipment Inc. in the amount of \$17,310.78, with the finding that it is in the best interest of the City.

B. Authorizing the Finance Director to transfer \$17,310.78 from account 1305-62701 into account 2310-64206.

Attachments:

1. Extractors Resolution

Prepared By:

Ali Williams
Division Chief

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE
FIRE DEPARTMENT TO PURCHASE THREE (3) SOFT MOUNT PERSONAL PROTECTIVE
EQUIPMENT (PPE) EXTRACTOR WASHERS**

WHEREAS, the Yuba City Fire Department (YCFD) utilizes structural firefighting protective gear during all emergency incidents for the health and safety of YCFD personnel; and

WHEREAS, the Yuba City Fire Department currently has only one extractor housed at Fire Station 4 which is used for all department personnel's Personal Protective Equipment (PPE); and

WHEREAS, the existing number of extractors have become insufficient for fire department operations; and

WHEREAS, the City recognizes the need for additional PPE extractors to enhance the fire departments abilities with respect to fire and fire-related hazards; and

WHEREAS, the Fire Chief, with approval from the City Council and City Manager, has determined the need for the addition of three PPE extractors; and

WHEREAS, Allstar Fire Equipment Inc. is an approved sole source vendor for the City of Yuba City and is an approved distributor for Groves Ready Rack EW22 Extractors; and

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

Section 1. The City finds and determines that the foregoing recitals are true and correct and incorporates them by reference.

Section 2. The City Council finds that the Grove Ready Rack personal protective equipment (PPE) extractors have been competitively solicited, and negotiated prices for equipment are reasonable and on par with previous equipment of a similar size undertaken by other public agencies. In the alternative, the City Council finds that a sole source award is appropriate on grounds including that Allstar Fire Equipment Inc. is the sole authorized distributor of Grove Ready Rack soft mount PPE extractors in the region, the equipment will be more reasonably likely to integrate into the City's existing operations, maintenance, and facilities, and that the proposed negotiated prices for the equipment are reasonable and on par with previous projects of a similar size undertaken by other public agencies. Additionally, the equipment has unique design and performance specifications to be able to operate on-site within the existing footprints of the facilities, thereby allowing more effective use and availability of fire personnel which is essential to department operations and not available in hard-mount PPE extractor products. As such, the City Council finds that it is in the best interest of the city make a sole source award to Allstar Fire Equipment Inc.

Section 3. The City Council of Yuba City hereby authorizes the Fire Department to purchase three soft mount PPE extractors in the amount not to exceed \$17,310.78. The City Council further authorizes the City Manager to enter into an agreement with Allstar Fire Equipment Inc., or related business entity, for the same consistent with the terms of this Resolution and subject to approval of the agreement as to legal form by the City Attorney.

Section 4. The City Council approves the Finance Director to transfer \$17,310.78 from Account No. 1305-62701 (Administration – Professional Services) to Account No. 2310-64206 (Fire – Laundry Uniform/Turnouts).

Section 5. This Resolution shall take effect immediately.

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 7th day of November 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Consideration of a Development Agreement for the Sohal Ranch Tentative Subdivision Map (TSM) 22-02 and the associated Mitigated Negative Declaration

Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006), and waive the second reading

Fiscal Impact: The cost for processing land use entitlements is funded by the project applicant through the payment of application fees.

Purpose:

Consideration to approve a Development Agreement for the Sohal Ranch Subdivision (TSM) 22-02 and the associated Mitigated Negative Declaration.

Council's Strategic Goal:

This item meets the City Council's strategic goal of business friendly.

Background:

The applicant, Balbir Sohal Family Trust, filed an application for Tentative Subdivision Map SM 22-02, Sohal Ranch Subdivision.

On September 27, 2023, the Yuba City Planning Commission conducted a public hearing, and the Planning Commission voted to:

1. Adopt Resolution PC 23-24 contingently approving TSM 22-02; and
2. Adopt Resolution PC 23-25 recommending approval of Environmental Assessment 22-06 and the associated Development Agreement.

On October 17, 2023, the City Council conducted a Public Hearing on this item. By unanimous action,

the City Council introduced an Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by adopting a Mitigated Negative Declaration prepared for Sohal Ranch, Tentative Subdivision Map (TSM) 22-02, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006), and waived the first reading.

Analysis:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch, proposes to subdivide an approximately 41.36-acre property into 179 single-family residential lots, which will include a 2.63-acre park, a 0.11-acre parcel for a sewer lift station, as well as right-of-way dedications and half street improvements for both George Washington Boulevard and Lincoln Road.

The gross density of the project will be approximately 4.7 residences per acre for the LDR designated area, which is well within the established density range. The subdivision access will be via an internal road network of fully improved public streets, with ingress/egress points onto both Lincoln Road and George Washington Boulevard.

Table 1: Land Use Summary			
Phase	Acres	Single-family residential lots	Other use
1	12.52	57	A 0.11-acre site for a sewer lift station.
2	7.77	39	
3	14.60	83	A 2.65-acre (net) park / detention pond
Right of way dedication	3.31		Lincoln Rd. & Geo. Washington Blvd.
Total	41.36	179	

The project includes a Development Agreement with a term of 15 years, plus an option for another five years if approved by the City Council, in exchange for the dedication of parkland and payment of an additional per parcel fee for future neighborhood parks. A development agreement (DA) is a binding agreement between the City and developer spelling out items that go beyond standard planning, zoning, development, and design standards. While development agreements are allowed by State law (Government Code Sections 65864 – 65869.5), there are no established rules or policies regarding required deal points. As a result, each agreement is unique and must be considered on its own merits.

In this case, a DA was requested by the applicant. The proposed terms (Section 2.2) include the following:

- TSM 22-02, Sohal Subdivision, shall have an expiration date 15-years from time of approval, with a possible five (5) year extension if requested by the applicant and approved by the City Council, for a total of 20 years.
- The Developer shall dedicate to the City an approximate 2.63-acre neighborhood park and street frontage adjacent to the parkland (2.96 acres total).
 - The Developer shall construct the full park frontage road improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision.
 - The developer is not required to construct any onsite park improvements other than to grade the site to drain consistent with City standards.
- The Developer shall pay the City's Park and Recreation Development Impact fee (DIF), as do all residential projects, plus, as a result of the DA, pay an additional \$3,206 per parcel neighborhood park fee and provide all of the necessary street improvements to the new

parkland street frontage. In return the City will use this money to reimburse the developer for the value of the parkland and the street improvements. If these costs exceed the amount of the DIF fees the applicant would otherwise be required to pay, the developer will be reimbursed for those excess costs.

Compatibility with neighboring uses:

Regarding how this proposed subdivision fits within its surroundings, this urban project will be located in a predominantly agricultural area, nearly surrounded by orchards. However, it is also an area that has been planned for urban uses for almost 20 years. Considering this area has been within the City's sphere of influence since the 1980s, this area has been recognized for future urban growth for approximately 34 years.

Table 2: Bordering Information and Uses			
	County and City General Plan Land Use Classifications	Zoning	Existing Land Use
Project Site	Low Density Residential (LDR) and Park	One-Family Residential (R-1)	Orchard and a small office building.
North*	County – AG - 20 City - LDR	Estate Residential (ER) (County)	Ranchette homes and orchard
East	City - LDR	R-1	Orchard.
West*	County General Plan– AG - 20 City General Plan - LDR	Agriculture (AG) (County)	Orchard.
South	LDR & Medium High Density Residential (MDR)	R-1	Orchard.

*Since the properties are within the unincorporated area of Sutter County, the Sutter County General Plan and Zoning is currently in effect. The City G.P. designation and zoning will apply once the property is annexed into the City.

Whenever urban development borders agricultural land there is a potential for incompatibility. This incompatibility could consist of standard farm operations like plowing and spraying that cause noise, dust or spray residue that may affect the residences, or the residents walking their dogs, taking fruit, or riding dirt bikes, through the orchards, impacting the farm operator. Both the City and Sutter County General Plans have buffer policies that consist of distance separation along the agricultural/urban interface that minimize the impacts between the potentially conflicting uses. But those policies are applicable along the edge of the sphere of influence where the buffer is permanent.

The buffer requirement does not apply in this case since General Plan required buffers consist of providing permanent open space uses along the permanent agricultural/urban interface. The buffering does not apply for interim buffering where, at some point in the future, the neighboring agricultural land will also be urbanized. That is the case for this proposed development. The Yuba City Sphere-of-influence extends to Township Road. This impact is recognized in the EIRs prepared for both the 2004 General Plan and the Lincoln East Specific Plan, as it was considered a significant impact that cannot be avoided. Overriding considerations were made by the City Council that determined that there are social and economic reasons that override those concerns.

Traffic

The property is served by two primary roads, Lincoln Road runs east-west along the north side of the

property, and George Washington Boulevard which runs north-south along the west side of the property. Both are designated in the General Plan to become major arterials in order to better connect this new neighborhood and other future neighborhoods to the urban area. Both roads are currently two-lane roads originally designed to serve an agricultural area. The subdivision is conditioned to construct their half of Lincoln Road and George Washington Boulevard for the lengths of the property. These half streets include two lanes (creating an interim three lane road until the other side is developed), bike lane, landscape strip sidewalk, another landscape strip and six-foot high masonry wall.

The project will also pay its fair share for future improvements to several other nearby intersections, as determined by the LESP EIR. Most of these roads are now included within the City's development impact fee program but several are not, including the Sanborn Road/Lincoln Road intersection, the Sanborn Road/Bogue Road intersection and paying a fair share for transit improvements to this growing area. These fair share payments are included as mitigations in the Environmental Document (EA 22-06).

Park

The General Plan designates the southeast portion of the project site for a future park. To fulfill that, the proposal is to dedicate approximately 2.63 acres (2.96 acres gross – including street right-of-way) to the City for the park. The developer's obligation for the park is laid out in the proposed Development Agreement.

Availability of City services:

City water and wastewater will be extended to the property. Storm drainage will be collected into the City drainage system (to be constructed) and conveyed to the Live Oak Canal which is overseen by the Sutter County Water Agency. City Fire services already serve the area.

Due to the existing Master Property Tax Exchange Agreement that is in effect between Sutter County and Yuba City, the Sutter County Sheriff Department will continue to provide law enforcement services to this area until the thresholds outlined in the agreement are met at which time service will switch to the Yuba City Police Department.

Environmental Considerations:

An environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. On September 8, 2023 a Notice of Intent to Adopt a Mitigated Negative Declaration was distributed to responsible and trustee agencies and published in the Appeal Democrat. This commenced a 20-day comment period that ended on September 27, 2023. During this comment period the City did not receive comments.

Since the original release of Environmental Assessment 22-06 on September 8, 2023, it has been discovered that the *Focused Traffic Impact Analysis for Sohal Ranch Subdivision, dated July 28, 2023, prepared by MHM Engineering*, was inadvertently omitted from the Environmental Assessment. The Focused Traffic Impact Analysis for Sohal Ranch Subdivision has now been included as Appendix B of Environmental Assessment 22-06, which is attached in full as a part of this staff report. The City did not receive any comments requesting to review the *Focused Traffic Impact Analysis* or have expressed opposition to the project because it was not originally included in Environmental Assessment 22-06.

Based upon the attached environmental assessment and the list of identified mitigation measures, staff

has determined that there is no evidence in the record that the project may have a significant effect on the environment and recommends adoption of a mitigated negative declaration for this project. The findings of the mitigated negative declaration are that, with the proposed mitigations for Biological Resources, Geology and Soils, Noise, Recreation, Greenhouse Gases, Traffic, and Tribal Cultural Resources the 179 single-family residential lot subdivision will not create any significant impacts to the neighborhood or vicinity that are not already identified in the Lincoln East Specific Plan EIR. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA. The proposed mitigation measures are included in the project conditions of approval.

Fiscal Impact:

The cost for processing land use entitlements is funded by the project applicant fees as adopted by the City Council.

Alternatives:

1. Deny the proposed Development Agreement associated with Sohal Ranch Subdivision.
2. Provide staff with alternate direction.

Recommendations:

Adopt an Uncodified Ordinance of the City Council of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration prepared for Tentative Subdivision Map (TSM) 22-02, Sohal Ranch Subdivision and approving a Development Agreement between the City of Yuba City and the Balbir Sohal Family Trust, for the Sohal Ranch Subdivision (TSM 22-02), on 41.36 acres located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006), and waive the second reading.

Attachments:

1. City Council Uncodified Ordinance
2. Sohal Ranch Subdivision Planning Commission Staff Report Packet, September 27, 2023

Prepared By:
Ashley Potočník
Development Liaison

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING ENVIRONMENTAL ASSESSMENT 22-06 BY ADOPTING A MITIGATED NEGATIVE DECLARATION PREPARED FOR TENTATIVE SUBDIVISION MAP (TSM) 22-02, SOHAL RANCH SUBDIVISION AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND BALBIR SOHAL FAMILY TRUST FOR THE SOHAL RANCH SUBDIVISION (TSM 22-02), ON 41.36 ACRES LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 and 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

WHEREAS, a review of the General Plan and Zoning Regulations determined that the proposed subdivision is consistent with the General Plan and Zoning Regulations; and

WHEREAS, a development agreement between Balbir Sohal Family Trust and the City of Yuba City, is also proposed to extend the expiry period of the tentative subdivision map to 15-years and may be extended an additional 5-years, subject to City approval. Additionally, the agreement provides for funding for the development of neighborhood parks consistent with existing established land-use; and

WHEREAS, the development agreement was considered in Environmental Assessment (EA) 22-06, where a Mitigated Negative Declaration is proposed; and

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, at which time it received input from City Staff, the applicant; the public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, by a 5 – 1 vote, with Commissioner Dale being absent, the Planning Commission adopted a Resolution contingently approving TSM 22-02, subject to City Council approval of the Development Agreement and take related action regarding the project; and

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property, which interest Developer has in the affected property; and

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City published a legal notice of the public hearing regarding the proposed Development Agreement to be held by the City Council on October 7, 2023. In addition, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, indicating the date and time of the public hearing regarding the Development Agreement; and

WHEREAS, the City Council considered the provisions of the Development Agreement at a public hearing on October 17, 2023, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, the City Council has adopted a Mitigated Negative Declaration in connection with Tentative Subdivision Map TSM 22-02, related to the Sohal Ranch Subdivision; and

WHEREAS, the Development Agreement was assessed by the Mitigated Negative Declaration, which identified that implementation of the proposed Project would require certain approvals, including approval of the Development Agreement by the City, and which Development Agreement was included within the scope of the project and was environmentally assessed in the Initial Study; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desire to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust by adoption of this Ordinance.

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

1. Recitals: The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. California Environmental Quality Act (CEQA) Findings: The City Council find that an environmental assessment/ initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. The process included the distribution of requests for comments from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, based on its independent judgement and analysis the City Council finds that feasible mitigation measures or alternatives have been incorporated into the project in

order to avoid the effects to a point where clearly no significant effect on the environment will occur. The project-specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment.

3. Adoption of the MND and Mitigation Monitoring and Reporting Program. Based on the foregoing, the City Council adopts the Mitigated Negative Declaration prepared for the project, including the associated Mitigation Monitoring and Reporting Program, as the project will not result in any significant, adverse environmental impacts with the mitigations proposed. The Yuba City Development Services Department is located at 1201 Civic Center Boulevard, Yuba City, CA 95993, and is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the decision is based. The City Council authorizes the Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for approval of the project that complies with the CEQA Guidelines.
4. Development Agreement Findings: Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the Sohal Ranch Subdivision, the City Council makes the following findings pertaining to the Development Agreement.

- a. *The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).*

Evidence: The proposed subdivision creating 179 single-family residential lots is consistent with the land use originally adopted as part of the Lincoln East Specific Plan (LESP) but that plan was later vacated; however, the land use pattern remains in effect as part of the General Plan. The Project's overall density of approximately 4.7 dwelling units per acre are consistent with the General Plan Land Use Element that provides for a density range of 2-8 dwellings per acre for the Low-Density Residential (LDR) designation. Consistent with General Plan Policy 6.1-I-3, this development will dedicate parkland to the City and pay in-lieu fees toward neighborhood parks in addition to the Park and Recreation development impact fee to contribute to the City's Park system. Consistent with General Plan Policy 4.4-I-1, the proposed project has designed residential streets with sidewalks, planting strips and traffic calming elements to create a pedestrian-friendly environment.

- b. *The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.*

Evidence: This Project is consistent with the City's General Plan goals and policies including the established density ranges for LDR designated land. The Project is conditioned to meet all City development and improvement standards including water, wastewater, stormwater drainage systems, street cross-sections, streetscape landscaping, and park facilities or applicable in-lieu fees. The proposed Project will be subject to compliance with R-1 development standards.

Overall, the Project proposed by the Development Agreement represents a productive use of site that is compatible with surrounding anticipate future neighboring uses and offers Yuba City residents new residential opportunities that will support retail, entertainment, and employment uses in the City.

c. Water Supply Assessment.

Evidence: A water supply assessment is not required for this Project because the proposed 179 lot subdivision is less than the 500 dwelling unit threshold required by California Government Code Section 66473.7 (a) (1) and does not meet the definition of a subdivision to require a water supply assessment.

d. The project has adequate flood protection.

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

5. Approval of the Development Agreement. Based upon the findings outlined in Sections 2-4 above, the City Council adopts an ordinance to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust, a copy which is attached hereto as Attachment "A."
6. Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
7. Effective Date: This ordinance shall be in full force and effect thirty (30) days after its passage. However, the Agreement shall not become operative until the affected property is annexed into the City within the time specified by the Agreement.
8. Certification: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 17th day of October, 2023 and passed and adopted at a regular meeting held on the 7th day of November, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment "A": Sohal Ranch Subdivision (TSM 22-02) Development Agreement

ATTACHMENT "A"

**SOHAL RANCH SUBDIVISION
DEVELOPMENT AGREEMENT**

Recording Requested by:

Development Services Department
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA

When Recorded Mail To:

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

DOCUMENT WILL BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

DEVELOPMENT AGREEMENT

by and between

BALBIR SOHAL FAMILY 2016 TRUST

and

CITY OF YUBA CITY

A General Law City

(Sohal Ranch Development Agreement)

THIS DEVELOPMENT AGREEMENT dated _____, 2023 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between Narjit Sohal And Balbir Sohal As Trustees Of The Balbir Sohal Family 2016 Trust(hereinafter referred to as "Sohal Ranch Landowner," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State' of California.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a binding property development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property which is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of Government Code Section 65864 *et seq.* and is authorized to enter into development agreements with persons having legal or equitable interests in real property located in the City.

C. Landowner. The Landowner is Balbir S. Sohal and Narjit K. Sohal as trustees of the Balbir Sohal Family 2016 Trust, dated June 8, 2016.

D. Property. The subject of this Agreement is the development of that certain property commonly known as Sohal Ranch, consisting of approximately 41.36 acres located in the County of Sutter, as described in Exhibit A-I and depicted in Exhibit A-2, attached hereto and incorporated herein by reference (referred to as "the Property"). Landowner owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

E. Lincoln East Specific Plan ("Specific Plan" or "LESP"). The Property is located within the area that used to be part of the Lincoln East Specific Plan. The LESP was rescinded by action of the City Council by adoption of Ordinance 009-21 on October 19, 2021.

F. Project. The development of the Property is in accordance with the City's General Plan, as amended, and approval of Tentative Subdivision Map 22-02 and Environmental Assessment 22-06, referred to herein as the "Project."

G. The Mitigated Negative Declaration. The City examined the environmental effects of this Agreement and the Development Approvals in the Mitigated Negative Declaration (the "MND") (SCH No. 2023090155) prepared pursuant to the California Environmental Quality Act (CEQA). The City Council reviewed and approved the MND as adequate and complete as part of the approval of the Development Approvals.

H. Purposes. The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for subdividing and development of Sohal Ranch as set forth herein and Development Approvals and for mitigating the environmental impacts of such development as identified in the environmental document. The City has an expressed interest in ensuring the proper growth of the community by entering into Development Agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Sohal Ranch pursuant to the proposed Tentative Subdivision Map 22-02 is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City's land use planning for and secure orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

I. Entitlements Needed Prior to the Development Agreement. The application for approval of this Agreement and the appropriate CEQA documentation required for approval of this Agreement, including:

- Tentative Subdivision Map 22-02 (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 22-06 (Approval of the Mitigated Negative Declaration).

The entitlements are collectively referred to as "Development Approvals."

J. Reserved.

K. Development Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council, by the adoption of an Ordinance approved this Agreement and authorized its execution. The City has determined that this Agreement furthers the public health, safety and general welfare, that the provisions of this Agreement are consistent with the goals and policies of the General Plan and the provision of a neighborhood park and payment of fees as specified in Section 4.2.6 and 4.2.7 of this Agreement is a community benefit. The City and Developer have determined that the project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement laws were enacted, including (1) providing for the development of unused land; (2) providing increased tax revenues for the City; (3) providing for jobs and economic development in the City; and (4) providing for infrastructure improvements that can be utilized by regional users and future users.

L. Consistency with Yuba City General Plan. Development of the Property in accordance with this Agreement will provide for orderly growth and development in accordance with the policies set forth in the City General Plan, as amended and the Development Approvals. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the General Plan of the City and with the Development Approvals.

M. Landowner Payments for the Costs of Public Infrastructure, Facilities, and Services. Landowner agrees to pay the costs of such City of Yuba City public facilities and services as herein provided to mitigate impacts of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property, in accordance with the terms and conditions of this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make such payments toward the costs of public improvements and services as herein provided to mitigate the impacts of development of the Property.

N. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the California Government Code Sections 65864 through 65869.5 regulating the use of development agreements.

O. Flood Hazard. The City has imposed conditions on the project that will protect the property to the urban level of flood protection in urban and urbanizing areas. Such conditions may also be implemented as conditions of tentative maps or other entitlements.

NOW THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Landowner and the City, each individually referred to as a Party and collectively referred to as the Parties ("Parties"), agree as follows:

AGREEMENT

1. General Provisions.

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated in this Agreement as if set forth herein in full.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.2.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but

not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

1.2.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City govern the permitted uses of land, density, design, improvements and construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Zoning Regulations of the City of Yuba City, and the Subdivision Regulations of the City of Yuba City.

1.2.3 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on the Property under the existing City Laws, whether such conditions of approval constitute public improvements, or mitigation measures in connection with environmental review of any aspect of the Project.

1.2.4 Director. The Director of the Development Services Department.

1.2.5 Existing City Laws. The City Laws in effect as of the Effective Date of this Agreement.

1.2.6 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.2.7 Mortgagee. "Mortgagee" means: (a) the holder of the beneficial interest under a Mortgage; (b) the lessor under a sale and leaseback Mortgage; and (c) any successors, assigns and designees of the foregoing.

1.2.8 Party. A signatory to this Agreement: or a successor or assign of a signatory to this Agreement.

1.2.9 Property. The Property is that property described and shown on Exhibits A-1 and A-2. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors-in-interest to the parties hereto.

2. Effective Date: Term.

2.1 Recordation. Not later than ten (10) days after the Effective Date, the Parties shall cause this Agreement to be recorded in the Official Records of the County of Sutter, State of California, as provided for in Government Code Section 65868.5. However, failure to record this Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

2.2 Term. Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate fifteen (15) years thereafter; provided, however, that the initial term may be extended for an additional five (5) year

term upon approval by the City Council after first receiving a recommendation by the Planning Commission, if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty (20) years. Following the expiration of the Term, this Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

3. General Development of the Project.

3.1 Project: Vested Entitlements.

3.1.1 Reserved.

3.1.2 Development of the Property shall be governed by this Agreement, and the Development Approvals. This Agreement does not impose affirmative obligations on the Landowner to commence development of the Project, or any phase thereof, in advance of its decision to do so.

3.1.3 The permitted uses of the Property, the density and intensity of use, including, but not limited to, minimum landscape areas, maximum lot coverage, minimum and maximum number of parking spaces, and the allowable floor area ratios), and provisions for public improvements and all mitigation measures and conditions required or imposed in order to minimize or eliminate environmental impacts or any impacts of the Property applicable to development of the Property, are as set forth in ordinances, policies, and standards in effect as of the Effective Date and are hereby vested subject to the provisions of this Agreement ("Vested Entitlements").

3.2 Project Phasing. Landowner and City acknowledge and agree that the Project is designed to be developed in phases. The Parties also acknowledge and agree that presently the Landowner cannot predict the timing of the Project phasing. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that the Landowner shall have the right to develop the building components of the Project in phases in accordance with the Development Approvals and at such times as the Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement.

3.3 Other Government Permits. The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or Cal Trans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement

and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto.

3.4 Additional Fees. Except as set forth in this Agreement, the City shall not impose any further or additional fees, taxes or assessments, whether through exercise of the police power, the taxing power, or any other means, other than those required by Existing City Laws and this Agreement, provided that:

3.4.1 Community Facilities District. Prior to the approval of any final map within the area covered by this Agreement, the Developer shall be required to enter into a Community Facilities District ("CFD") or similar funding mechanism acceptable to the City for the purpose of funding on-going operational costs for police, fire, and other government services and for the on-going maintenance costs for road and park facilities.

Developer shall cooperate in the formation or annexation to the CFD or funding mechanism, and irrevocably consents herewith to the levy of such special taxes, establishment of funding mechanisms, or collection of other fees or charges, as are necessary to fund the operational and/or maintenance costs.

3.4.2 The City may charge the Landowner the standard processing fees for land use approvals, building permits and other similar permits, which are in force and effect on a City-wide basis at the time application is submitted for those permits.

3.4.3 City shall have the authority to enact or increase development impact fees provided the fees are consistent with the fees applied to other properties in the City or area wide that is similarly situated.

3.4.4 If the City exercises its taxing power in a manner which will not change any of the conditions applicable to the Project and so long as any taxes are uniformly applied on a City-wide or area-wide basis, as defined below, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City or area wide that is similarly situated.

3.4.5 If state or federal laws are adopted which enable cities to impose fees on existing projects and if, consequently, the City adopts enabling legislation and imposes fees on existing projects on a City-wide basis, these fees may be imposed on the Project, which fees shall be consistent with the fees imposed on other properties in the City similarly situated.

3.4.6 Landowner shall pay the following fees:

i. City-wide development impact fees, which may include but not be limited to:

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements

- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)
- Applicable County development impact fees

ii. A supplement to the Park and Recreation Development Impact Fee shall be paid pursuant to Section 4.2.6 of this Agreement.

iii. Any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law.

iv. Any fees the City is legally required to collect for other State or Federal agencies pursuant to State or Federal law or any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

Fees shall be paid at the then-applicable rate in effect at the time building permits are obtained. Certain City fees may be deferred to prior to issuance of a certificate of occupancy if otherwise allowed by City ordinance, regulation, or policy.

The parties also acknowledge that the City is currently assessing a publicly administered fee program for the area. If adopted, this program may impose fee(s) applicable to the entire area including the Property. Landowner agrees to pay such fee(s) once adopted by the City. Nothing in this Agreement shall preclude Landowner from objecting to or contesting the adoption of the fees in the same manner as any other member of the public.

3.4.7 The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations.

3.5 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Agreement, the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by the City), and this Agreement. The Project has vested rights to be built and occupied on the Property, provided that the City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code and all applicable hazardous materials regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

3.6 Application of New Laws. Nothing herein shall prevent the City from applying to the Property new federal, state or City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement; and which do not alter the terms, impose any further or additional fees or impose any other conditions requiring additional traffic improvements requirements or additional off-site improvements that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered to be in conflict with this Agreement and the existing City Laws, and shall not be applied by the City to the Project or this Agreement:

3.6.1 Limiting the uses permitted on the Property;

3.6.2 Limiting or reducing the density or intensity of uses, the maximum height, the allowable floor area ratios, the required number of parking spaces, increasing the amount of required landscaping or reservations and dedications of land for public purposes;

3.6.3 Limiting the timing or phasing of the Project in any manner that is inconsistent with or more restrictive than the provisions of this Agreement;

3.6.4 Limiting the location of building sites, grading or other improvement on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or

3.6.5 Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

3.7 Moratorium, Quotas, Restrictions, or Other Limitations. Without limiting the City's standard application processing procedures, no moratorium or other limitation affecting building permits or other land use entitlements, or the rate, timing or sequencing thereof shall apply to the Project.

3.8 Easements: Improvements. The City shall cooperate with the Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project.

3.9 Farming Rights. The City shall acknowledge that the Landowner shall have the right to continue to farm the non-developed portion of the property until such time as development becomes feasible.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to those reimbursements and credits as specified in this Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such

improvements, and in accordance with the requirements and regulations pursuant to California State law.

4.2 Developer Obligations. Developer shall be obligated to construct and finance the public infrastructure improvements as called out in City's infrastructure Master Plans. Developer shall be required to post appropriate financial security with City prior to recordation of Final Maps, consistent with Project conditions of approval and as called out in the Public Facilities Financing Plan. The developer may be entitled to fee credits as provided in Section 5.1.

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, and as provided in the approved tentative maps or other discretionary City permits. On-site improvements shall be as per project approvals and approved improvement plans.

4.2.2 Lincoln Road Frontage Improvements for 2810 Lincoln Road and 2836 Lincoln Road. Developer agrees to construct roadway improvements along the frontage of 2810 Lincoln Road and 2836 Lincoln Road in accordance to the road section shown on the Sohal Ranch Tentative Map SM 22-02 or as otherwise approved by the Community Development Director. The City agrees to obtain all right-of-way and reimburse Developer for associated roadway construction improvement construction at the time of City acceptance of public improvements. The City shall reimburse the Developer actual costs including surveying, design, construction, permitting, staking, environmental, etc. at the time City acceptance of public improvements. The City shall perform all right-of-way acquisition at their sole cost and expense prior to Developer starting work. If the City is not able to or elects not to obtain additional right-of-way, the City could consider modification of the road section improvements for developer implementation to avoid additional right-of-way needs.

4.2.3 Storm Drainage. Developer shall provide necessary on-site and off-site improvements for storm drainage consistent with Project conditions of approval and as required by the City. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval and as provided in the approved tentative maps or other discretionary City permits.

4.2.4 Sewer. Developer shall construct sewer lines consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.5 Water. Developer shall construct water line improvements consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Developer shall also be responsible for all on-site water line improvements. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.6 Neighborhood Park Impact Fee. Developer shall pay to City a supplement to the Park and Recreation Development Impact Fee to cover development

of a neighborhood park in the amount of \$3,206 per single-family residential unit and \$2,298 per multifamily unit, prior to issuance of a certificate of occupancy for each lot developed. Said fee shall be considered in addition to the City's existing Park and Recreation development impact fee specified in Section 3.4.6 of this Agreement. This fee is subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2020. This section shall become inoperative should the City adopt a comprehensive Park and Recreation Development Impact fee update where neighborhood parks are incorporated into the City's fee program. Neighborhood Park Supplement Development Impact Fees acquired or earned prior to a comprehensive Park and Recreation Development Impact fee will remain to be considered Park and Recreation fee credits or reimbursements.

4.2.7 Onsite Neighborhood Park. Developer agrees to dedicate to the City an approximate 2.6-acre neighborhood park as shown on the tentative map and construct adjacent frontage improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision. The dedication shall include the park land, access to the parkland, and frontage adjacent to the parkland. The frontage improvements shall consist of curb, gutter, sidewalk, and roadways improvements consistent with City standards. The Developer will not be obligated to construct any onsite improvements other than to grade the site to drain consistent with City standards. The City agrees to grant Developer fee credits in the value of these improvements in exceedance of developer neighborhood impact fee obligation. The Developer shall be able to use 100 percent of the impact fee credits earned, for Development within the Sohal Ranch Subdivision. Fee Credits will be subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2024. Both the Developer and City acknowledge that the City is considering a comprehensive Park and Recreation Development Impact fee which incorporates neighborhood park development and at such time, the requirement for the supplement to the Park and Recreation Development Impact Fee will become inoperative.

4.3 Reimbursement by Developer to Third Parties. In the event that facilities, including, but not limited to, roadway, sewer, water, drainage, and parks are constructed by third parties which benefit Developer, Developer agrees that it will pay to City for reimbursement to the third parties, Developer's pro-rata share, as reasonably determined by the City, of the cost of construction prior to the issuance of the first building permit in the Project. Third party reimbursement will include, in addition to construction costs, those costs associated with planning, design and permitting as set forth in Section 4.1 of this Agreement.

4.4 Covenants, Conditions and Restrictions; Enforcement by City. Upon the recordation of each final subdivision map or other development project, Developer shall record against such portion of the Property a master set of covenants, conditions and restrictions ("CC&R's") to require the development and use of the property to be consistent with the Project Entitlement development plan or other appropriate City designation and applicable design guidelines for the Project. The CC&R's shall include the covenants that all structures and landscaping within the Project are to be built, installed and maintained in accordance with the Master Plan and subject to an obligation to obtain design approval from the City prior to any construction or modification of such improvements. The CC&R's shall provide that the City shall be a third-party beneficiary thereof and may not be amended without the City's consent. As a third-party beneficiary, the City shall have the right, but no obligation, to review and/or enforce any covenant under the CC&R's and the City shall not be obligated hereby to respond to any demands or complaints thereunder or otherwise take any action with respect thereto. The

CC&R's shall give the City the same rights as any other owner of record and enforce liens to recover the costs of such enforcement, which may include costs to perform maintenance obligations, remove trash or debris, tow any unlawfully parked vehicles, or other such violations, all at the cost of any defaulting party. The form of such CC&R's shall be subject to the review and approval by the City Attorney, which shall not be unreasonably withheld, prior to recordation thereof and prior to any amendment thereof that may affect the City's enforcement rights thereunder. City acknowledges that Developer shall not be obligated by the foregoing to form a homeowner's association.

4.5 Reimbursement for City Costs. Developer shall reimburse City for all of City's costs incurred in the drafting, negotiating, development, and implementation of this Agreement, including, but not limited to, the annual review pursuant to Section 6.1. Said costs shall include, but not be limited to, the full cost recovery of all City's staff time and City's attorney fees. This Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City.

4.6 Building and Site Design. Developer shall comply with the design intent in the City-wide adopted Design Guidelines.

5. Reimbursement and Fee Credits, Financing, and Right-of Way

5.1 Reimbursement to Developer for Oversizing

5.1.1 Developer agrees the City may require Developer to construct certain on-site and off-site improvements in a manner that provides for oversize or excess capacity beyond that size or capacity needed to serve the project (collectively "Oversizing") so that the constructed improvement will be available to serve other development or residences or facilities outside of the Property. The City shall not require any Oversizing from the Developer except in connection with project approvals or in Development Approvals, and in accordance with the provisions of the Subdivision Map Act. Developer may be entitled to a fee credit or reimbursement for Oversizing improvements per Section 5 of this Agreement.

5.1.2 In the event that City requires Developer to install a specific improvement (for example, a traffic signal), Developer's obligation to pay the relevant development impact fees otherwise owed under this Agreement regarding the category of improvement the Developer is installing shall be satisfied by the installation of such improvement in the manner mutually agreed upon by the City and the Developer so long as the amount of the development impact fees for this category of improvement does not exceed the cost of such improvement. City shall accept Developer's dedication of such improvements, consistent with the terms and conditions of this Agreement.

By entering into this Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer's fee credit for a particular facility exceeds the amount of the fee owed, except for Neighborhood Park requirements per 4.2.6 and 4.2.7, then Developer shall be reimbursed for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. Developer shall request the City enter into a Reimbursement/Fee Credit Agreement, which shall specify the reimbursement

calculations and amounts as determined by the City. The Reimbursement/Fee Credit Agreement will require future development by third-party landowners benefiting from the Oversizing to reimburse Developer's pro-rata share for a period of up to fifteen (15) years from the installation of the oversizing or other qualifying improvements benefiting third-party landowners, provided, that Developer shall have the right to extend the initial fifteen (15) year period with a single five (5) year extension request. The extension request must be received, by the City, in writing six months prior to the expiration of the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement/Fee Credit Agreement on behalf of the City subject to approval as to legal form by the City Attorney. The Developer shall have the right to sell or transfer reimbursements/fee credits to other Developer or projects within the City of Yuba City.

5.1.3 Reimbursement Calculations. City will provide Developer with the available documentation showing the basis for the reimbursement amounts pursuant to Section 4.1. The reimbursement obligations provided in this Agreement will be in amounts as reasonably determined by the City.

5.1.4 Reimbursement Personal to Constructing Owner. All rights to reimbursement created pursuant to Section 4.1 shall be personal to the owner installing the improvements and shall not run with the land unless such rights are expressly assigned in writing.

5.2 City's Consideration of Public Financing for Project Improvements. Development of the Project requires the investment of significant capital to fund the Project's necessary major infrastructure. Developer may, at its discretion, seek public financing mechanism for financing the construction, improvement or acquisition of major infrastructure. At the request of Developer, the City may consider the use of finance districts, special assessment districts, and other similar project-related public financing mechanisms to fund the Project's necessary infrastructure.

5.3 Right-of-Way Acquisition. With respect to the acquisition of any off-site interest in real property required by Developer in order to fulfill any condition required by the Project or the Entitlements, Developer shall make a good faith effort to acquire the necessary interest by private negotiations at the fair market value of such interest. If, after such reasonable efforts, Developer has been unable to acquire such interest and provided that Developer (i) provides evidence of a good faith effort to acquire the necessary property interest to the reasonable satisfaction of City and (ii) agrees to pay the cost of such acquisition, including reasonable attorney's fees, City shall make an offer to acquire the necessary property interest at its fair market value. If such offer has not been accepted within 60 days, City agrees, to the extent permitted by law, to cooperate and assist Developer in efforts to obtain such necessary property interest. Any such acquisition by City shall be subject to City's good faith discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Subject to the reservation of such good faith discretion, the City shall schedule the necessary hearings, and if approved by City, thereafter, prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain.

Developer shall fund all costs of the acquisition of such necessary property interests, including reasonable attorney's fees and court costs in the event that such acquisition and/or condemnation is necessary.

6. Annual Review.

6.1 Good Faith Compliance. Developer shall annually provide documentation of good faith compliance with this agreement per Govt. Code Section 65865.1 to the City. The City may, at least every twelve (12) months, during the Term of this Agreement, conduct a public meeting to review the extent of good faith substantial compliance by Landowner with the terms of this Agreement at Landowner's expense. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1. Notice of such annual review will be provided by the Development Services Director to Landowner thirty (30) days prior to the date of the public meeting by the Planning Commission and shall include the statement that any review may result in amendment or termination of this Agreement as provided herein. A finding by the City of good faith compliance by the Landowner with the terms of Agreement shall conclusively determine the issue up to and including the date of such review. Nothing in this Section shall be deemed to create a duty of responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined.

6.2 Failure to Comply in Good Faith. If the City Council makes a finding that the Landowner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to the Landowner describing: (i) such failure to comply with the terms and conditions of this Agreement (referenced to herein as a "Default"); (ii) the actions, if any, required by the Landowner to cure such Default; and (iii) the time period within which such Default must be cured. The Landowner shall have, at a minimum, thirty (30) business days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period but can be cured within one (1) year, the Landowner shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within thirty (30) days from the date of notice. If the Default cannot be cured within one (1) year, as determined by the City during periodic or special review, the City Council may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5.

6.3 Failure to Cure Default. If the Landowner fails to cure a Default within the time periods set forth above, the City Council may modify or terminate this Agreement as provided below.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.2 and the expiration of the cure period, the City determines to proceed with modification or termination of this Agreement, the City shall give written notice to the Landowner of its intention to do so. The notice shall be given at least fifteen (15) calendar days before the scheduled hearing and shall contain:

6.4.1 The time and place of the hearing;

6.4.2 A statement as to whether or not the City proposes to terminate or to modify the Agreement; and

6.4.3 Such other information as is reasonably necessary to inform the Landowner of the nature of the proceeding.

6.5 Hearings on Modification or Termination. At the time and place set for the hearing on modification or termination, the Landowner shall be given an opportunity to be heard, and the Landowner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Landowner. If the City Council finds, based upon substantial evidence, that the Landowner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

7. Permitted Delays.

7.1 Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default where delays or, defaults are due to war, insurrection, strikes, lockouts, walkouts, drought, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasigovernmental entities other than the City, unusually severe weather, acts of the other Party, acts or the failure to act of any public or government agency or entity other than the City, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of cause. If, however, notice by the Party claiming such extension of time is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the joint agreement of the City and Landowner. Litigation attacking the validity of this Agreement, or any permit, ordinance, or entitlement or other action of a governmental agency necessary for the development of the Property pursuant to this Agreement shall also be deemed to create an excusable delay under this Section.

7.2 Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in the Landowner's reasonable business Judgment, then the Landowner shall have the right to terminate this Agreement by written notice to the City. The Landowner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

8. Termination.

8.1 City's Right to Terminate. The City shall have the right to terminate this Agreement if the Landowner is not in substantial compliance with the terms of this Agreement and this default remains uncured, all as set forth in Section 6.

8.2 Landowner's Right to Terminate. The Landowner shall have the right to terminate this Agreement only under the following circumstances:

8.2.1 The Landowner has found the City in breach of this Agreement, has given the City notice of such breach and the City has not cured such breach within thirty (30) days of receipt of such notice or, if the breach cannot reasonably be cured within such thirty (30) day period, if the City has not commenced to cure such breach within thirty (30) days of receipt of such notice and is not diligently proceeding to cure such breach.

8.2.2 The Landowner is unable to complete the Project because of supersedure by a subsequent law per Section 7.2 or court action.

8.2.3 The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property. However, in such event the Landowner shall remain responsible to comply with Section 4.2.7, to complete the infrastructure necessary to serve the completed residential units in the subdivision as reasonably determined by the City, and to secure and maintain uncompleted buildings and structures within the subdivision to the reasonable satisfaction of the City.

8.3 Mutual Agreement. This Agreement may be terminated upon the mutual Agreement of the Parties.

8.4 Effect of Termination.

8.4.1 General Effect. If this Agreement is terminated for any reason, such termination shall not affect any condition or obligation due to the City from the Landowner prior to the date of termination and such termination shall not otherwise affect any other City entitlement or approval with respect to the Property that has been granted prior to the date of termination.

8.5 Recordation of Termination. In the event of a termination, the City and Landowner agree to cooperate with one another in executing a Memorandum of Termination to record in the Official Records of Sutter County within thirty (30) days of the date of termination.

9. Remedies. Either Party may, in addition to any other rights or remedies, institute legal or equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

10. Waiver: Cumulative Remedies. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default,

or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties that the Project is a private development. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status. No partnership, joint venture or other association of any kind is formed by this Agreement.

12. Cooperation in the Event of Legal Claim. In the event any legal action or proceeding is instituted by any third-party challenging the validity of any provision of this Agreement or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

13. Estoppel Certificate. Either Party may, at any time, and from time-to-time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults; and (iv) the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt thereof. The Director shall have the right to execute any certificate requested by the Landowner hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Right to Assign or Transfer. The Landowner's rights and responsibilities hereunder may be sold or assigned in conjunction with the transfer, sale or assignment of the Property at any time during the term of this Agreement subject to the following conditions precedent:

14.1 No default by Developer shall be outstanding and uncured as of the effective date of the proposed transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such default shall be cured in a timely manner either by Developer or the transferee under the transfer.

14.2 Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Agreement

that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

14.3 Prior to the effective date of the proposed transfer, the Developer must obtain the City's consent in writing to the transfer, which may be evidenced by the City Council's approval of an Assumption Agreement. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of transferee, its principals, officers or owners with the provisions of federal or state law, the Yuba City Municipal Code or agreements with the City relating to development projects within the City.

14.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a transfer. A Mortgagee shall be a transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such transfer to a Mortgagee.

14.5 Effect of Transfer. A transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the transfer and then only to the extent set forth in the Assumption Agreement. If Developer transfers all of its rights, duties and obligations under this Agreement, Developer shall be released from any and all obligations accruing after the date of the transfer under this Agreement. If Developer effectuates a transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the transfer which the transferee assumes in the Assumption Agreement.

15 Financing. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property ("Mortgages") are permitted without the consent of the City, provided the Landowner complies with the following:

15.1 Mortgage Protection. This Agreement and any covenants entered into between the Developer and City shall be superior and senior to the conveyance of any Mortgage encumbering any interest in the Property. No default shall defeat, render invalid, diminish or impair the conveyance of any Mortgage made for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property or any portion thereof or interest therein or improvement thereon, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2 Mortgagee Not Obligated; Mortgagee as Transferee. No Mortgagee shall have any obligation or duty under this Agreement whatsoever, except that nothing

contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Sohal Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

15.3 Entitlement to Written Notice of Default. The Mortgagee of a Mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Landowner of the performance of Landowner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Landowner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

15.4 Priority of Mortgages and Subordination. Landowner shall ensure that all Mortgages subordinate to this Agreement. For purposes of exercising any remedy of a Mortgagee or for becoming a Transferee, the applicable laws of the State of California shall govern the rights, remedies and priorities of each Mortgagee, absent a written agreement between Mortgagees otherwise providing.

15.5 Collateral Assignment. As additional security to a Mortgagee under a Mortgage on the Property or any portion thereof, Developer shall have the right, without the consent of the City, to execute a collateral assignment of Developer's rights, benefits and remedies under this Agreement in favor of the Mortgagee (a "Collateral Assignment") on the standard form provided by the Mortgagee.

16. Covenants to Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors and assignees. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each Party and its property hereunder, and each other person succeeding to an interest in such properties; provided that no liability or obligation shall accrue to any person, if this Agreement terminates pursuant to Section 8 of this Agreement.

17. Amendment.

17.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual

consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868. Minor amendments to this Agreement may be made without a public hearing upon approval of the Development Services Director. "Minor Amendments" shall mean amendments which are similar in significance to the type of minor amendments to land use entitlements that may be made without a full public hearing or approval of the Planning Commission or City Council pursuant to the Yuba City Municipal Code.

17.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination or cancellation.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

18.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	Development Services Director City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993
With a copy to:	City Manager City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993
Landowners:	Balbir Sohal Family 2016 Trust Attn: Narjit Sohal and Balbir Sohal, Trustees P.O. Box 1651 Yuba City, CA 95992
With a copy to:	MHM Incorporated Attn: Sean Minard P.O. Box B Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in

this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

19. Indemnification.

19.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, or the Development Approvals; or (b) claims or alleges a violation of CEQA or another law in connection with the certification of the EIR by the City Council or the grant, issuance or approval by the City of any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, and the Development Approvals. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section shall survive the termination of this Agreement.

19.2 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 19.1 shall be governed by this Section 19.2. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, 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, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of off-site improvements unless and until such off-site improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, attorneys, or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, attorneys, or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the

active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in Section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, 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, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, 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.

This Section shall survive termination or expiration of this Agreement.

20. Insurance. Prior to starting construction of any phase of the project through the date of City's final formal acceptance of off-site improvements constructed pursuant to the terms of this Agreement (the "Insurance Period"), Developer 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 Public Work's Director. The following policies of insurance are required:

20.1 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 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 \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$5,000,000 general aggregate and \$5,000,000 aggregate for products and completed operations and \$5,000,000 general aggregate.

20.2 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 (Code 1 B Any Auto), with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

20.3 Workers Compensation. insurance as required under the California Labor Code.

20.4 Employers Liability. with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer 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 ten (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, Developer shall provide a new certificate evidencing renewal of such policy not less than ten (10) 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, Developer 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, attorneys, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary, and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Director of Public Works at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the Director of Public Works, or designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to ensure that public health and safety is protected. All payments due or that become due to Developer 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. The insurance requirements set forth in this Section are material terms of this Agreement.

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

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance 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 injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000 per accident for bodily injury and property damage.

Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute a default of this Agreement.

21. Miscellaneous.

21.1 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the rights granted to Landowner herein to the as allowed by law. Except for the limitations on the exercise by the City of its police power which are provided in this Agreement or which are construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; and (b) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

21.2 Project Approvals Independent. All approvals that may be granted pursuant to this Agreement, and all approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions and conditions.

21.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever. This proscription does not extend to any portion of the Property that may be dedicated in compliance with any conditions of approval. The Landowner shall have the right to prevent or prohibit the use of the Property, or any portion thereof, including common areas and buildings and improvements located thereon; by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement.

21.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless

enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

21.5 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, Subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

21.6 Other Necessary Acts. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all further instruments, documents and writings as may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

21.7 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California.

21.8 Equal Authorship. This Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

21.9 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, the City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring the City's review or approval relating to the Project or Property. Subject to extensions of time by mutual consent in writing, unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default.

21.10 Subsequent Projects. After the effective date of this Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that Landowner's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

21.11 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

21.12 Form of Agreement: Exhibits. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A-1: Property legal description
Exhibit A-2: Sohal Ranch Subdivision

All attachments to this Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

21.13 Attorneys' Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

21.14 Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

21.15 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard in the Superior Court of the State of California, County of Sutter.

21.16 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 the Developer under this Agreement.

21.17 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

21.18 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

21.19 Days. Unless otherwise specified in this Agreement, the term “days” means calendar days.

21.20 Authority. The Parties hereby represent that the person hereby signing this Agreement on behalf of each respective Party has the authority to bind the Party to the Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF YUBA CITY,
A General Law City

"Landowner"

Balbir Sohal Family 2016 Trust

By: _____

Wade Kirchner, Mayor

Date: _____

By: Balbir Sohal Family 2016 Trust

By: _____

Balbir S. Sohal, Trustee

By: _____

Narjit K. Sohal, Trustee

Attest:

City Clerk

Approved as to Form:

Shannon Chaffin, City Attorney

Attachments:

Exhibit A-1: Property legal description

Exhibit A-2: Sohal Ranch Subdivision

Exhibit A-1

Legal Description

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SUTTER, CITY OF YUBA CITY, DESCRIBED AS FOLLOWS:

PARCEL ONE: (APN: 065-010-005)

PARCEL 1, AS SHOWN ON PARCEL MAP NO. 763, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON FEBRUARY 27, 1987, IN BOOK 4 OF PARCEL MAPS, AT PAGE 113.

PARCEL TWO: (APN: 065-010-006)

PARCEL 2 OF PARCEL MAP NO. 763, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA ON FEBRUARY 27, 1987 IN BOOK 4 OF PARCEL MAPS, PAGE 113.

Exhibit A-2

ATTACHMENT 2



**CITY OF YUBA CITY
PLANNING COMMISSION
STAFF REPORT**

Date: September 27, 2023
To: Chair and Members of the Planning Commission
From: Development Services Department
Presentation by: Doug Libby, AICP, Deputy Development Services Director

Subject: **Tentative Subdivision Map (TSM) 22-02 and an associated Development Agreement (DA): Sohal Ranch Subdivision**

Recommendation:

- A. Conduct a Public Hearing and make the necessary findings to:
- B. Adopt a Resolution of the Planning Commission of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration, subject to the proposed Conditions of Approval and Mitigation Measures, and contingently approving Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, creating 179 Single-Family Residential lots on approximately 41.36 acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 and 065-010-006); and
- C. Adopt a Resolution of the Planning Commission of the City of Yuba City recommending the City Council of the City of Yuba City adopt an Uncodified Ordinance approving a Development Agreement for the Sohal Ranch Subdivision (TSM 22-02) between the City of Yuba City and the Balbir Sohal Family Trust, to develop 179 Single-Family Residential lots on 41.36 Acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006).

Applicant/Owner: Amar Sohal/Balbir Sohal Family Trust.

Project Location: The 41.36 acres is located at the southeast corner of Lincoln Road and George Washington Boulevard. APNs: 065-010-005 and 065-010-006

General Plan: A majority of the property is Low Density Residential (LDR), 2-8 units per acre, with a portion designated as Parks, Recreation and Open Space.

Specific Plan: The property is located in the Lincoln East Specific Plan area which was previously rescinded by the City Council.

Zoning: One-Family Residential (R-1) Zone District

Project Description:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch, proposes to subdivide an approximately 41.36-acre property into 179 single-family residential lots, which will include a 2.63-acre park, a 0.11-acre parcel for a sewer lift station, as well as right-of-way dedications and half street improvements for both George Washington Boulevard and Lincoln Road.

The gross density of the project will be approximately 4.7 residences per acre for the LDR designated area, which is well within the established density range. The subdivision access will be via an internal road network of fully improved public streets, with ingress/egress points onto both Lincoln Road and George Washington Boulevard.

Table 1: Land Use Summary			
Phase	Acres	Single-family residential lots	Other use
1	12.52	57	A 0.11-acre site for a sewer lift station.
2	7.77	39	
3	14.60	83	A 2.65-acre (net) park / detention pond
Right of way dedication	3.31		Lincoln Rd. & Geo. Washington Blvd.
Total	41.36	179	

The project includes a Development Agreement with a term of 15 years, plus an option for another five years if approved by the City Council, in exchange for the dedication of parkland and payment of an additional per parcel fee for future neighborhood parks. A development agreement (DA) is a binding agreement between the City and developer spelling out items that go beyond standard planning, zoning, development, and design standards. While development agreements are allowed by State law (Government Code Sections 65864 – 65869.5), there are no established rules or policies regarding required deal points. As a result, each agreement is unique and must be considered on its own merits.

In this case, a DA was requested by the applicant. The proposed terms (Section 2.2) include the following:

- TSM 22-02, Sohal Subdivision, shall have an expiration date 15-years from time of approval, with a possible five (5) year extension if requested by the applicant and approved by the City Council, for a total of 20 years.
- The Developer shall dedicate to the City an approximate 2.63-acre neighborhood park and street frontage adjacent to the parkland (2.96 acres total).
 - The Developer shall construct the full park frontage road improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision.
 - The developer is not required to construct any onsite park improvements other than to grade the site to drain consistent with City standards.
- The Developer shall pay the City's Park and Recreation Development Impact fee (DIF), as do all residential projects, plus, as a result of the DA, pay an additional \$3,206 per parcel neighborhood park fee and provide all of the necessary street improvements to the new parkland street frontage. In return the City will use this money to reimburse the developer for the value of the parkland and the street improvements. If these costs exceed the amount of the DIF fees the applicant would otherwise be required to pay, the developer

will be reimbursed for those excess costs.

The proposed DA is a draft document and may require final edits prior to presentation to the City Council; however, no significant changes to the deal points are anticipated. Any significant revisions would require returning to the Planning Commission for additional consideration.

Background:

The property has been planned for urban growth at least since the adoption of the 2004 General Plan. The property is also located within the former Lincoln East Specific Plan (LESP), which was rescinded by the City Council in 2021. The LESP covered a larger area that was all unincorporated at the time, although within the City's Sphere of Influence. The City has more recently annexed into the City this property and neighboring properties to the east and south. As City services are currently not extended to this property, construction of the subdivision includes extending City services at the developer's expense.

Analysis

Compatibility with neighboring uses:

Regarding how this proposed subdivision fits within its surroundings, this urban project will be located in a predominantly agricultural area, nearly surrounded by orchards. However, it is also an area that has been planned for urban uses for almost 20 years. Considering this area has been within the City's sphere of influence since the 1980s, this area has been recognized for future urban growth for approximately 34 years.

Table 2: Bordering Information and Uses			
	County and City General Plan Land Use Classifications	Zoning	Existing Land Use
Project Site	Low Density Residential (LDR) and Park	One-Family Residential (R-1)	Orchard and a small office building.
North*	County – AG - 20 City - LDR	Estate Residential (ER) (County)	Ranchette homes and orchard
East	City - LDR	R-1	Orchard.
West*	County General Plan– AG - 20 City General Plan - LDR	Agriculture (AG) (County)	Orchard.
South	LDR & Medium High Density Residential (MDR)	R-1	Orchard.

*Since the properties are within the unincorporated area of Sutter County, the Sutter County General Plan and Zoning is currently in effect. The City G.P. designation and zoning will apply once the property is annexed into the City.

Whenever urban development borders agricultural land there is a potential for incompatibility. This incompatibility could consist of standard farm operations like plowing and spraying that cause noise, dust or spray residue that may affect the residences, or the residents walking their dogs, taking fruit, or riding dirt bikes, through the orchards, impacting the farm operator. Both the City and Sutter County General Plans have buffer policies that consist of distance separation along

the agricultural/urban interface that minimize the impacts between the potentially conflicting uses. But those policies are applicable along the edge of the sphere of influence where the buffer is permanent.

The buffer requirement does not apply in this case since General Plan required buffers consist of providing permanent open space uses along the permanent agricultural/urban interface. The buffering does not apply for interim buffering where, at some point in the future, the neighboring agricultural land will also be urbanized. That is the case for this proposed development. The Yuba City Sphere-of influence extends to Township Road. This impact is recognized in the EIRs prepared for both the 2004 General Plan and the Lincoln East Specific Plan, as it was considered a significant impact that cannot be avoided. Overriding considerations were made by the City Council that determined that there are social and economic reasons that override those concerns.

Traffic

The property is served by two primary roads, Lincoln Road runs east-west along the north side of the property, and George Washington Boulevard which runs north-south along the west side of the property. Both are designated in the General Plan to become major arterials in order to better connect this new neighborhood and other future neighborhoods to the urban area. Both roads are currently two-lane roads originally designed to serve an agricultural area. The subdivision is conditioned to construct their half of Lincoln Road and George Washington Boulevard for the lengths of the property. These half streets include two lanes (creating an interim three lane road until the other side is developed), bike lane, landscape strip sidewalk, another landscape strip and six-foot high masonry wall.

The project will also pay its fair share for future improvements to several other nearby intersections, as determined by the LESP EIR. Most of these roads are now included within the City's development impact fee program but several are not, including the Sanborn Road/Lincoln Road intersection, the Sanborn Road/Bogue Road intersection and paying a fair share for transit improvements to this growing area. These fair share payments are included as mitigations in the Environmental Document (EA 22-06).

Park

The General Plan designates the southeast portion of the project site for a future park. To fulfill that, the proposal is to dedicate approximately 2.63 acres (2.96 acres gross – including street right-of-way) to the City for the park. The developer's obligation for the park is laid out in the proposed Development Agreement.

Development Agreement:

The resulting public benefit is that this subdivision will pay for almost three acres of new City parkland with all adjoining street improvements completed. Additionally, the project will pay a supplemental neighborhood park development impact fee in the amount of \$3,206 per lot in exchange for a longer life on the tentative subdivision map (15 years with a potential 5-year extension for a total of 20 years).

Availability of City services:

City water and wastewater will be extended to the property. Storm drainage will be collected into the City drainage system (to be constructed) and conveyed to the Live Oak Canal which is

overseen by the Sutter County Water Agency. City Fire services already serve the area.

Due to the existing Master Property Tax Exchange Agreement that is in effect between Sutter County and Yuba City, the Sutter County Sheriff Department will continue to provide law enforcement services to this area until the thresholds outlined in the agreement are met at which time service will switch to the Yuba City Police Department.

Environmental Considerations:

An environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. On September 8, 2023 a Notice of Intent to Adopt a Mitigated Negative Declaration was distributed to responsible and trustee agencies and published in the Appeal Democrat. This commenced a 20-day comment period that ended on September 27, 2023. During this comment period the City did not receive comments.

Since the original release of Environmental Assessment 22-06 on September 8, 2023, it has been discovered that the *Focused Traffic Impact Analysis for Sohal Ranch Subdivision, dated July 28, 2023, prepared by MHM Engineering*, was inadvertently omitted from the Environmental Assessment. The Focused Traffic Impact Analysis for Sohal Ranch Subdivision has now been included as Appendix B of Environmental Assessment 22-06, which is attached in full as a part of this staff report. The City did not receive any comments requesting to the review the *Focused Traffic Impact Analysis* or have expressed opposition to the project because it was not originally included in Environmental Assessment 22-06.

Based upon the attached environmental assessment and the list of identified mitigation measures, staff has determined that there is no evidence in the record that the project may have a significant effect on the environment and recommends adoption of a mitigated negative declaration for this project. The findings of the mitigated negative declaration are that, with the proposed mitigations for Biological Resources, Geology and Soils, Noise, Recreation, Greenhouse Gases, Traffic, and Tribal Cultural Resources the 179 single-family residential lot subdivision will not create any significant impacts to the neighborhood or vicinity that are not already identified in the LESP EIR. As a result, the filing of a mitigated negative declaration is appropriate in accordance with the provisions of CEQA. The proposed mitigation measures are included in the project conditions of approval.

Recommended Action:

- A. Conduct a Public Hearing and make the necessary findings to:
- B. Adopt a Resolution of the Planning Commission of the City of Yuba City approving Environmental Assessment 22-06 by Adopting a Mitigated Negative Declaration, subject to the proposed Conditions of Approval and Mitigation Measures, and contingently approving Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, creating 179 Single-Family Residential lots on approximately 41.36 acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 and 065-010-006); and
- C. Adopt a Resolution of the Planning Commission of the City of Yuba City recommending the City Council of the City of Yuba City adopt an Uncodified Ordinance approving a

Development Agreement for the Sohal Ranch Subdivision (TSM 22-02) between the City of Yuba City and the Balbir Sohal Family Trust, to develop 179 Single-Family Residential lots on 41.36 Acres, located at the southeast corner of Lincoln Road and George Washington Boulevard (Assessor's Parcel Numbers 065-010-005 And 065-010-006).

Attachments:

1. Sohal Subdivision Location Map
2. Planning Commission Resolution (EA 22-06, TSM 22-02)
 Exhibit A: Tentative Subdivision Map 22-02, Sohal Subdivision
 Exhibit B: Conditions of Approval & Mitigation Measures
3. Planning Commission Resolution (DA)
 Exhibit A: Draft Uncodified Ordinance
4. Environmental Assessment 22-06 and the Mitigation Monitoring and Reporting Program
5. Focused Traffic Impact Analysis, dated July 28, 2023

ATTACHMENT 1

Tentative Subdivision Map (SM 22-02)

Location Map - Sohal Ranch

EA 22-06



Project Site

LINCOLN RD

S GEORGE WASHINGTON BLVD



ATTACHMENT 2

PLANNING COMMISSION RESOLUTION NO. PC 23-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY APPROVING ENVIRONMENTAL ASSESSMENT 22-06 BY ADOPTING A MITIGATED NEGATIVE DECLARATION, SUBJECT TO THE PROPOSED CONDITIONS OF APPROVAL AND MITIGATION MEASURES, AND CONTINGENTLY APPROVING TENTATIVE SUBDIVISION MAP (TSM) 22-02, SOHAL SUBDIVISION, CREATING 179 SINGLE-FAMILY RESIDENTIAL LOTS ON APPROXIMATELY 41.36 ACRES, LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 AND 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, there is also a requested Development Agreement that accompanies the subdivision, which must be approved by the City Council by ordinance; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

WHEREAS, on September 8, 2023 the City sent to all responsible and trustee agencies and published in the Appeal Democrat, a Notice of Intent to Adopt a Mitigated Negative Declaration and that no comments were received during the 20-day comment period that ended on September 27, 2023.

WHEREAS, a review of the General Plan and Zoning Regulations determined that the proposed subdivision is consistent with all General Plan Elements and the Zoning Regulations; and

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, at which time it received input from City Staff, the applicant; the public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, the Planning Commission has reviewed all associated documents prepared for the Project, including those related to application TSM 22-02 and the Development Agreement, and all of the evidence received by the Planning Commission; and

WHEREAS, the Planning Commission now desires to contingently approve TSM 22-02 such that no decision of approval of TSM 22-02 becomes final and effective until immediately after the City Council adopts the MND (EA 22-06) and approves the Development Agreement; and if no such approval occurs within 180 days of the adoption of this Resolution, then the Planning Commission intends that TSM 22-02 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 resolves and orders as follows:

1. Recitals. The Planning Commission hereby specifically finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. The Planning Commission finds that an environmental assessment/ initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. The process included the distribution of requests for comments from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, based on its independent judgement and analysis the Planning Commission finds that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects to a point where clearly no significant effect on the environment will occur. The project-specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment.
3. Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Based on the foregoing, the Planning Commission adopts the Mitigated Negative Declaration prepared for the project and the associated Mitigation Monitoring and Reporting Program dated September 8, 2023, as the project will not result in any significant adverse environmental impacts with the mitigations proposed. The Yuba City Development Services Department is located at 1201 Civic Center Boulevard, Yuba City, CA 95993, and is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the decision is based. The Planning Commission further authorizes the Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for approval of the project that complies with the CEQA Guidelines.
4. Subdivision Map Findings. 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:

- i. *The proposed tentative subdivision map is not consistent with the applicable general plan and specific plan.*

Evidence: The majority of the property is designated in the General Plan as Low Density Residential. This designation provides for a gross residential density range of 2 to 8 residences per acre. The Project will have a gross residential density of approximately 4.7 residences per acre, which is well within the General Plan density range provided in the Land Use Element. The General Plan also designates a portion of the property as Park and Open Space. Almost three acres of the site is proposed as a park site, thereby implementing this land use designation.

George Washington Boulevard and Lincoln Road are designated in the General Plan as major arterials. With the traffic generated by the subdivision, considering the improvements that will be made to these roads by the Project, as well as fair share contributions for other nearby intersection improvements, as determined in the traffic study prepared for the Lincoln East Specific Plan, the road network will remain within an acceptable level of service and meets City roadway and intersection standards. The Project is consistent with the Transportation Element of the General Plan

The proposed 179 new residential lots are consistent with the Housing Element's call for additional housing within the City.

As determined in the mitigated negative declaration prepared for the subdivision and accompanying development agreement, with the proposed mitigation measures, there are no significant impacts on any agricultural land, biological resources, water quality, and air quality. Further, the Project will be paying its fair share (development impact fees, supplemental neighborhood park fee, and dedication of a neighborhood park). Thus, the Project is consistent with the Environmental Conservation Element of the General Plan.

The EIR prepared for the Lincoln East Specific Plan called for masonry walls or large setbacks along George Washington Boulevard and Lincoln Road to mitigate potential noise concerns for the new residences. The proposal includes masonry walls along those roadways, ensuring consistency with the General Plan Noise Element.

- ii. *The design and improvement of the tentative subdivision map is not consistent with applicable general and specific plans or adopted City standards.*

Evidence. As discussed in item "a" above, this Project is consistent with the City's General Plan goals and policies including the established density ranges for the LDR designated land and dedication of parkland for the area designated for park/open space development. The Project is conditioned to meet all City development and improvement standards including water, wastewater, stormwater drainage systems, street cross-sections, streetscape landscaping, and park facilities or applicable in-lieu fees. The proposed Project complies with all R-1 Zone District development standards.

- iii. *That the site is not physically suited for the density of development.*

Evidence. The site is level and will be served by the full range of City services, or in

the case of stormwater drainage, stormwater runoff will be collected by the City's stormwater system and conveyed to the Sutter County Water Agency facilities where stormwater will be transported to the Sutter By-Pass. The site will accommodate the proposed residential density with a street pattern that meets all City standards and with public street improvements that also meet all City standards. The environmental document prepared for the Project did not find any inadequacies of the property that would provide concerns for the development of the property.

- iv. *That the site is not physically suited for the type of development.*

Evidence. The area where this Project is located is mostly designated by the General Plan and Zoning Regulations for single-family residential uses. All City services will be brought to the property that are adequately sized to serve the proposed residential use of the property. There are no known environmental hazards associated with the Project site that would render the site unsuitable for residential development. A smaller portion of the Project is designated for a park, for which an offer of dedication to the City is proposed.

- v. *That the design of the subdivision map or likely improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Evidence: Based on the mitigated negative declaration prepared for this Project and the accompanying mitigation measures, the project will not create any significant environmental impacts, including adverse impacts on fish and wildlife.

- vi. *That the design of the subdivision maps or the type of improvements is likely to cause serious public health problems.*

Evidence: Every new residential lot will be connected to City water, wastewater, and stormwater drainage systems, which will avoid public health problems.

- vii. *None of the findings in Section 6-9.601 of the Municipal Code is satisfied.*

Evidence: 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 645007 (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 Development Plan that will protect property within the area to the urban level in urban areas and urbanizing areas.

- viii. *That the design of the subdivision 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.*

Evidence. There are no known existing easements that will be adversely affected by this subdivision.

5. Contingent Approval of TSM 22-02 with Conditions. Based on the aforementioned findings, the Planning Commission hereby approves TSM 22-02, Sohal Subdivision, as shown in **Exhibit A**, subject to the conditions and mitigation measures as set forth in **Exhibit B** attached hereto, which approvals are contingent upon the following:
 - a. The approval of SM 22-02 shall become final and effective immediately only after the City Council of the City of Yuba City i) adopts the Mitigated Negative Declaration (EA 22-06) and ii) approves the associated Development Agreement (collectively "Council Approvals"). If all of the Council Approvals are not made within 180 days of the adoption of this Resolution, then SM 22-02 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 hearing, or require a modification or addition of a condition of approval to be consistent with a Council Approval, then SM 22-02 shall be returned to the Planning Commission for further consideration and a final decision.
6. Final Action and Appeals. This action shall become final and effective 10 days after, and only upon, the Council Approvals including the MND and adoption Planned Development No. 15, unless within such 10 days an appeal is filed with the City Clerk in accordance with the provisions of the Yuba City Zoning Ordinance.

The foregoing resolution was introduced at the regular meeting of the Planning Commission held on September 27, 2023, by Commissioner _____ who moved its adoption, which motion was seconded by Commissioner _____ and carried by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

Jackie Sillman, Planning Commission Chair

ATTEST:

Benjamin Moody, Secretary to the Planning Commission

Attachments:

Exhibit A: Sohal Subdivision, Tentative Subdivision Map 22-02

Exhibit B: Conditions of Approval and Mitigation Measures for TSM 22-02

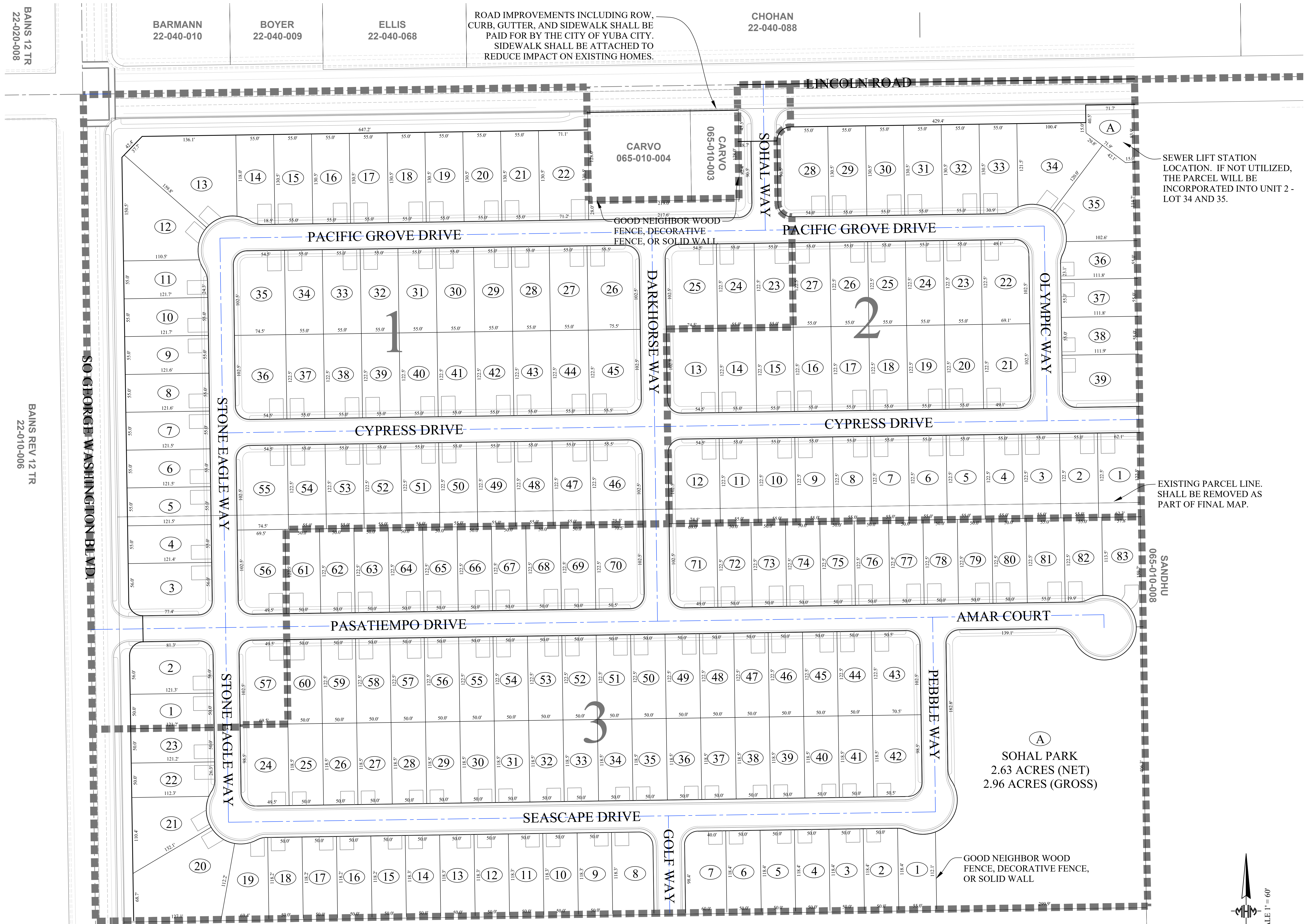
EXHIBIT A

TENTATIVE SUBDIVISION TRACT MAP SM 22-02 (SOHAL RANCH)

YUBA CITY, CALIFORNIA
MARCH 10, 2022 REVISED JULY 18, 2023

ROAD IMPROVEMENTS INCLUDING ROW,
CURB, GUTTER, AND SIDEWALK SHALL BE
PAID FOR BY THE CITY OF YUBA CITY.
SIDEWALK SHALL BE ATTACHED TO
REDUCE IMPACT ON EXISTING HOMES.

CHOHAN
22-040-088



PROJECT NOTES

OWNER
BALBIR SOHAL FAMILY TR
P.O. BOX 1651
YUBA CITY, CA 95992
CONTACT: AMAR SOHAL
PHONE: (530) 790-5288

APPLICANT
BALBIR SOHAL FAMILY TR
P.O. BOX 1651
YUBA CITY, CA 95992
CONTACT: AMAR SOHAL
PHONE: (530) 790-5288

ENGINEER/SURVEYOR
MHM INCORPORATED
1204 E STREET, P.O. BOX B
MARYSVILLE, CA 95901
CONTACT: SEAN MINARD, P.E., P.L.S.
PHONE: (530) 742-6485

ASSESSOR'S PARCEL NO.
APN 065-010-005 (20.1 AC)
APN 065-010-006 (20.1 AC)

AREA OF TENTATIVE MAP
40.2 GROSS ACRE

EXISTING USE
VACANT

EXISTING GENERAL PLAN DESIGNATION
LOW DENSITY RESIDENTIAL

PROPOSED GENERAL PLAN DESIGNATION
LOW DENSITY RESIDENTIAL

EXISTING ZONING
R-1

PROPOSED ZONING
R-1

LEVEE PROTECTION
LEVEE DISTRICT NO. 1 OF SUTTER COUNTY

ELEMENTARY SCHOOL DISTRICT
YUBA CITY UNIFIED SCHOOL DISTRICT

HIGH SCHOOL DISTRICT
YUBA CITY UNIFIED SCHOOL DISTRICT

IRRIGATION DISTRICT
NONE - INDIVIDUAL WATER WELLS

FIRE PROTECTION
SERVICE AREA G - CITY OF YUBA CITY
FIRE DEPARTMENT

LAW ENFORCEMENT
CITY OF YUBA CITY POLICE

SANITARY SEWER
CITY OF YUBA CITY PUBLIC WORKS

DOMESTIC WATER
CITY OF YUBA CITY PUBLIC WORKS

STORM DRAINAGE
CITY OF YUBA CITY PUBLIC WORKS
AND SUTTER WATER AGENCY

ELECTRICITY
PACIFIC GAS AND ELECTRIC

NATURAL GAS (OPTIONAL)
PACIFIC GAS AND ELECTRIC

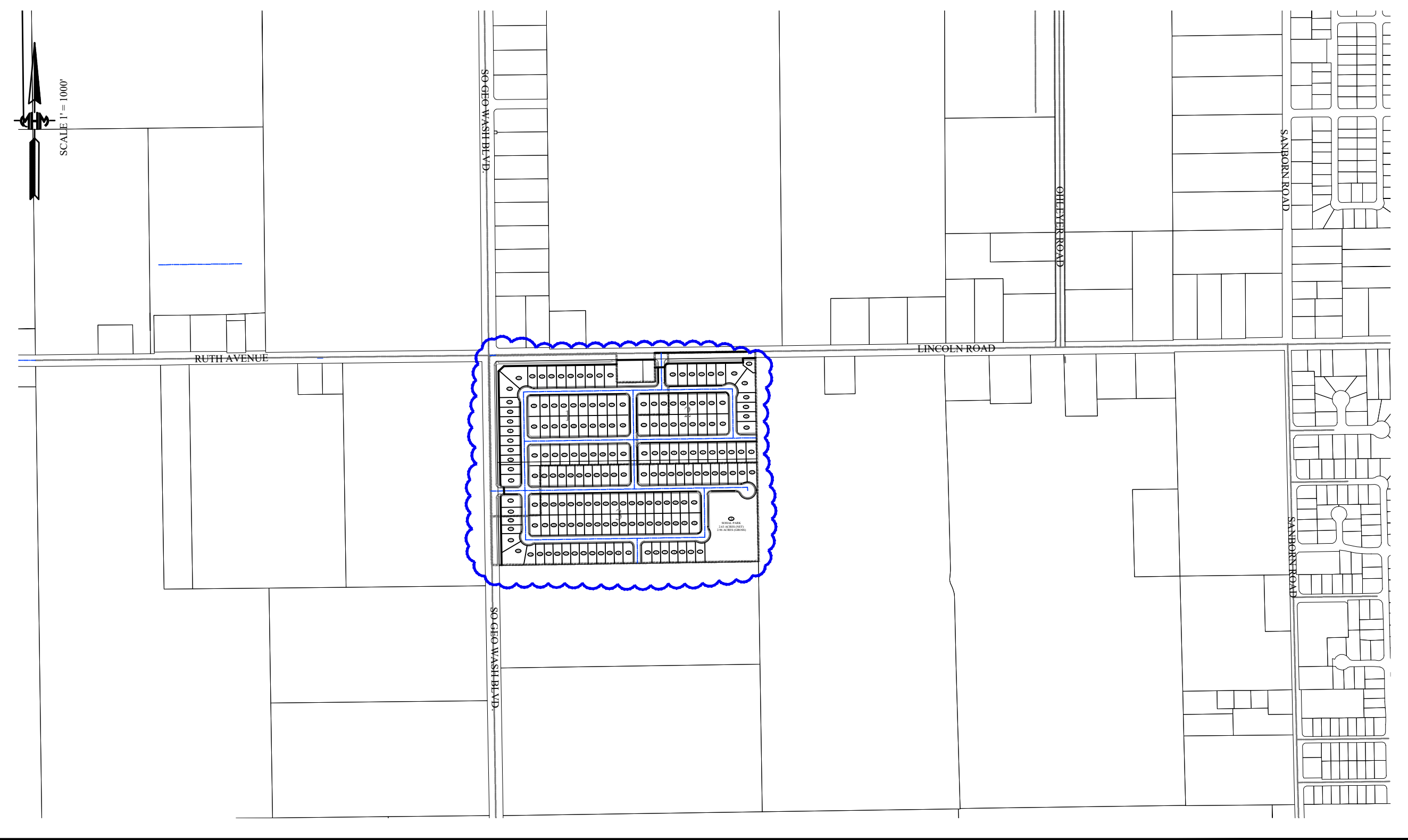
COMMUNICATION
AT&T AND COMCAST

CABLE (OPTIONAL)
COMCAST

GENERAL NOTES:

- SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 (A) OF THE SUBDIVISION MAP ACT.
- A 12.0 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED PROVIDED ON ALL STREETS WITH 10 FEET BEHIND SIDEWALK AND 2.0 FEET LOCATED UNDER SIDEWALK. ADJACENT TO CUL-DE-SAC BULBS THE PUBLIC UTILITY EASEMENT SHALL BE 10 FEET BEHIND SIDEWALK UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
- THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY, ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACREAGE, AND YIELDS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
- THIS IS AN APPLICATION FOR A TENTATIVE SUBDIVISION MAP.
- VILLAGE NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING WILL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
- ALL EXISTING STRUCTURES, SEPTIC TANKS, AND WELLS TO BE REMOVED OR DESTROYED PRIOR TO CONSTRUCTION.
- STREET TREES SHALL BE PLANTED PURSUANT TO CITY OF YUBA CITY STANDARDS. ADDITIONAL DETAIL SHALL BE PROVIDED ON THE IMPROVEMENT PLANS.
- OWNERS, APPLICANT, ATTORNEY, ENGINEER, AND SURVEYOR SHALL RECEIVE ANY COMMUNICATIONS AND/OR NOTICES RELATED TO THIS PROJECT.

LOCATION MAP



LAND USE SUMMARY

LOT SUMMARY*			
VILLAGE NO. 1 =	57 LOTS	12.52 AC	4.55 DU/AC
VILLAGE NO. 2 =	39 LOTS	07.77 AC	5.02 DU/AC
VILLAGE NO. 3 =	83 LOTS	14.69 AC	5.65 DU/AC
SUBTOTAL =			
(RESIDENTIAL)		179 LOTS	34.98 AC
SOHAL PARK		2.96 AC	
SEWER LIFT STATION (LOT A)		0.11 AC	
LINCOLN ROAD		1.72 AC	
SO GEORGE WASH BLVD.		1.59 AC	
SUBTOTAL =			
(NON-RESIDENTIAL)		6.38 AC	
TOTAL =		41.36 AC	4.33 DU/AC

*ALL DENSITIES EXCLUDE MAJOR ROADWAYS. THE MAJOR ROADWAYS ARE LINCOLN ROAD AND GEORGE WASHINGTON BLVD.

LEGAL DESCRIPTION:

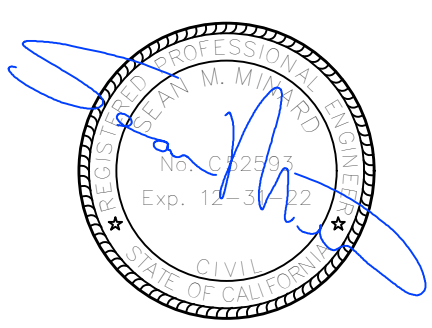
HE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SUTTER, CITY OF YUBA CITY, DESCRIBED AS FOLLOWS:

PARCEL ONE: (APN: 065-010-005)
PARCEL 1, AS SHOWN ON PARCEL MAP NO. 763, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON FEBRUARY 27, 1987, IN BOOK 4 OF PARCEL MAPS, AT PAGE 113.

PARCEL TWO: (APN: 065-010-006)
PARCEL 2 OF PARCEL MAP NO. 763, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SUTTER COUNTY, CALIFORNIA, ON FEBRUARY 27, 1987 IN BOOK 4 OF PARCEL MAPS, PAGE 113.

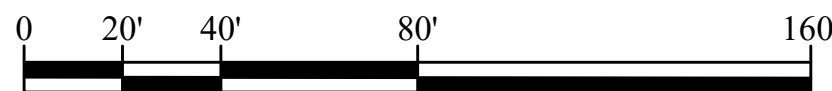
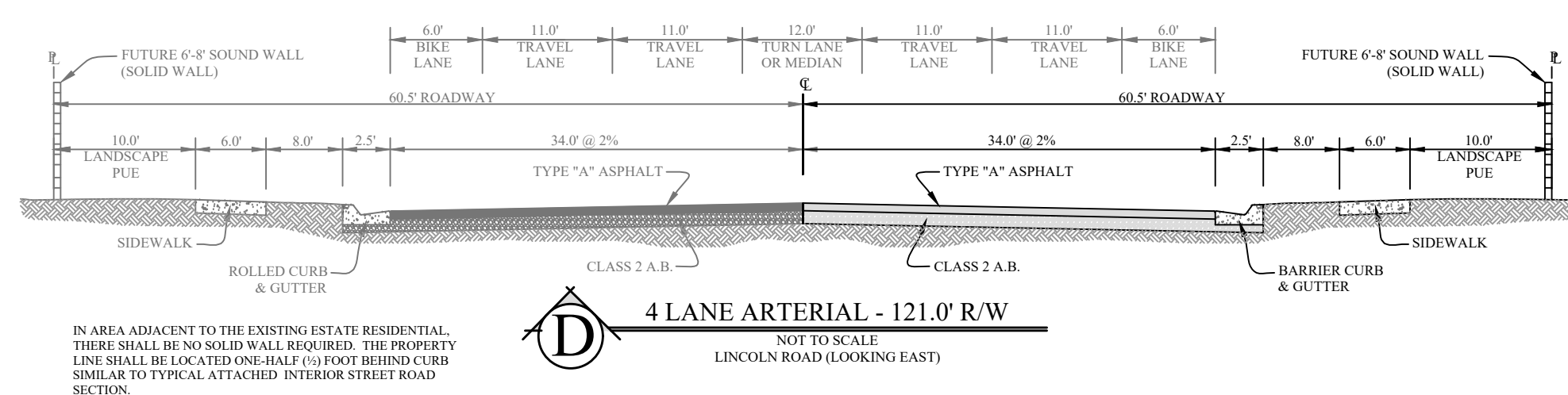
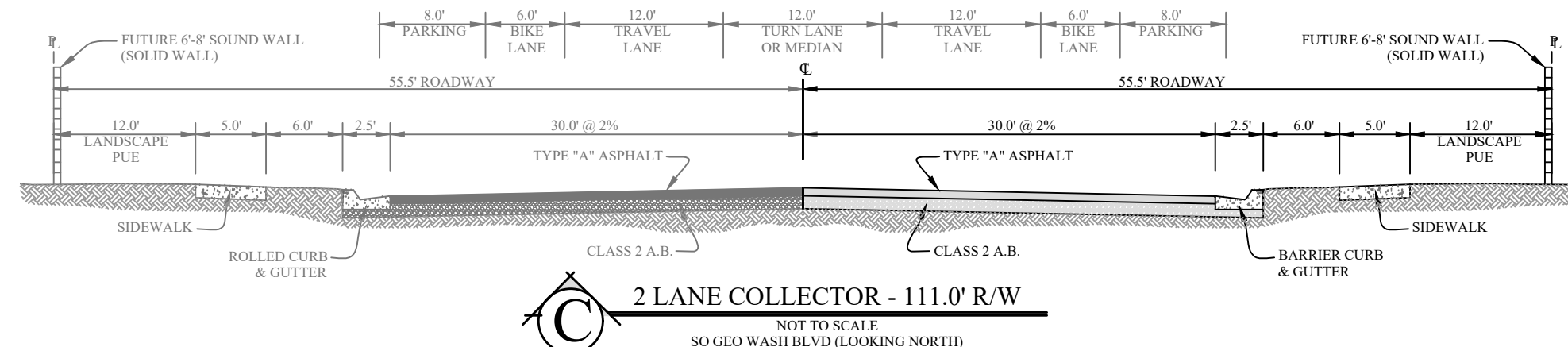
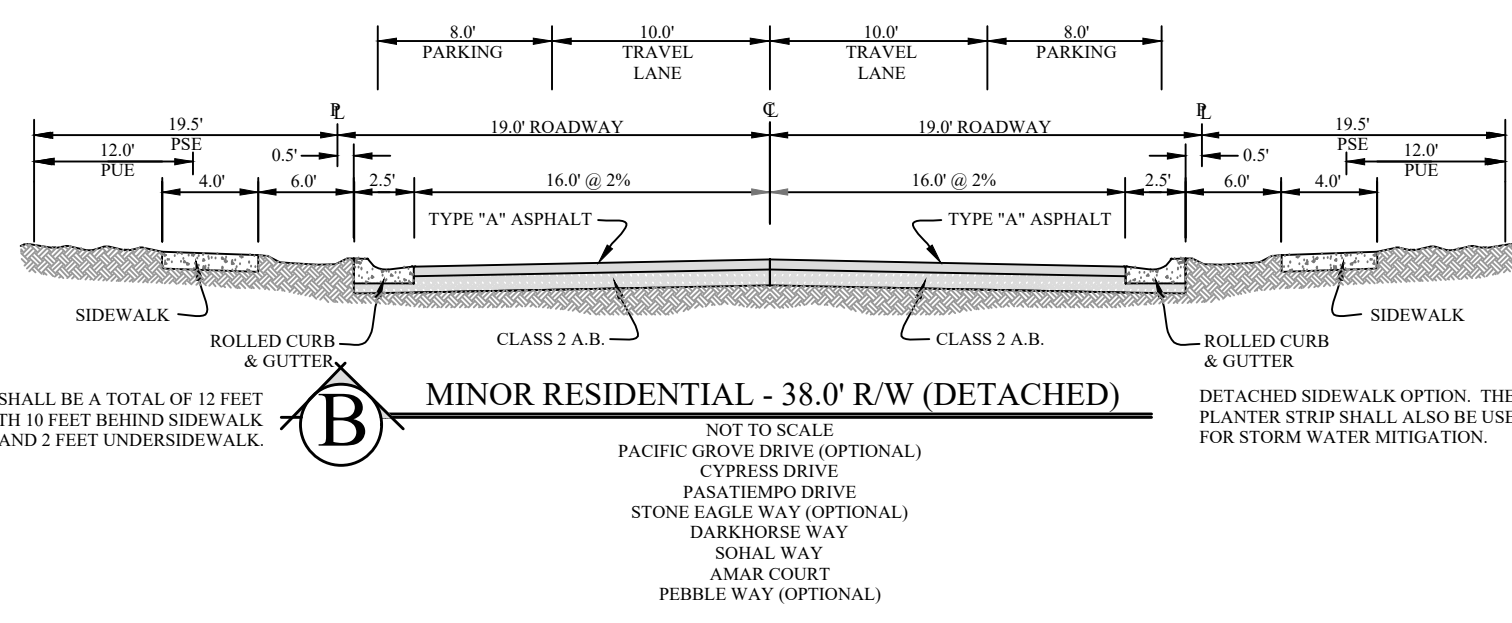
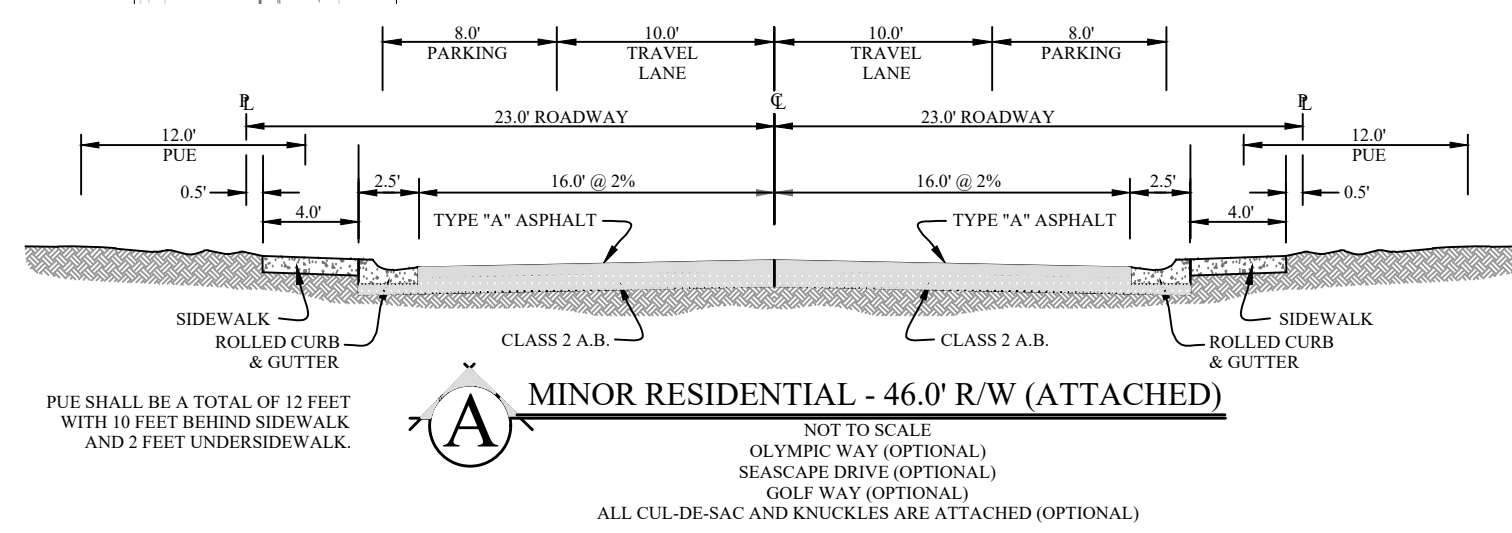
SURVEYORS STATEMENT:

I HEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY PLACER TITLE COMPANY ORDER NUMBER P-492574 DATED MAY 21, 2021.



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

CITY OF YUBA CITY DATE:



2 INDICATES PROPOSED PHASE

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

EXHIBIT B

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
TENTATIVE SUBDIVISION MAP 22-02
SEPTEMBER 27, 2023**

**SOHAL RANCH
APNs: 065-010-005 and 065-010-006**

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 ten (10) 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. To the furthest extent allowed by law, applicant/property owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,

damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these Conditions of Approval or any approval associated with entitlements associated with the project (collectively "Approvals"); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all Approvals. Applicant's/property owner's obligations under this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this section shall survive any termination, revocation, overturn, or expiration of an approval.

Nothing in this section shall obligate the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim not defended by the City, unless the City approves the settlement in writing. Nor shall the City be prohibited from independently defending any claim, and if the City does decide to independently defend a claim, the applicant/property owner shall be responsible for City's attorneys' fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record. Applicant/property owner shall submit all documents filed in the Third-Party Action for review and approval of the City Attorney prior to filing of said documents on behalf of the City.

The City may, at any time, require the applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of processing or defending any Third-Party Actions. The City shall provide applicant/property owner with an invoice detailing all reasonable costs incurred. Applicant/property owner shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant/property owner shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant/property owner further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with the conditions of approval for the project. Applicant/property owner shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant/property owner as noted herein.

2. The lot design on the subdivision maps shall be designed in substantial conformance with the TSM 22-02, dated July 18, 2023, 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 Environmental Assessment 22-06, dated September 8, 2023.
4. Development is to comply with all applicable traffic mitigations and/or improvements determined in the traffic analysis that was conducted for the Lincoln East Specific Plan.

5. Development of the neighborhood park shall be consistent with the approved Development Agreement.
6. The development and operation of the project shall comply with all local, state, and federal codes (including Building and Fire codes) and local development standards.
 - a) The Developer or Representative shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
7. To limit visibility, to provide privacy, and to minimize conflicting views of adjacent properties, the Tentative Map dated July 18, 2023 is restricted as follows: Phase 1, lot 22 is to be restricted to single story construction or any back-facing 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.
8. The Developer shall coordinate with United States Postal Service in regards to relocating the existing mailboxes, adjacent to the subdivision, located along the south side of Lincoln Road, to either a centralized mail delivery unit or to the north side of the road in coordination with applicable property owners. On site mail delivery is to be maintained throughout construction.
9. If any phase develops and a proposed road “dead-ends” into a future phase, then the “dead-end” will need a temporary cul-de-sac constructed at the end. In addition, a fire hydrant will need to be installed near the temporary cul-de-sac if the “dead-end” is located more than 250 feet from the next nearest fire hydrant (in the phase being constructed), or at a location determined by the Yuba City Fire Marshal.
10. Road improvements along Lincoln Road, from the east boundary of the tentative map to the intersection with S. George Washington Blvd, along the south right of way, are to be constructed including road widening, curb and gutter, sidewalk along the entire length of Lincoln Road frontage, and the curb return and ADA ramp at the intersection of S. George Washington Blvd and Lincoln Road or as otherwise determined by the Public Works Director. Necessary right of way and easements are to be dedicated with Phase One and/or Phase Two of the Final Map.
 - a) Road work adjacent to APN 65-010-003 and APN 65-010-004 (between lot 22 of Phase 1 and lot 28 of Phase 2) is to be constructed. Work is to include a widened travel way, bike lane, curb, gutter, and sidewalk within existing right of way, with a modified road section as approved by the Public Works Director to facilitate construction. The City will reimburse the Developer actual costs upon completion of improvements via Road Impact Fee Credits with terms to be finalized in the subdivision/improvement agreement with Developer prior to construction. The City will coordinate to acquire any necessary right-of-way prior to construction.

Road work shall be constructed prior to the issuance of the first certificate of occupancy in Phase 1 or Phase 2, whichever goes first, or as otherwise determined by the Public Works Director.

11. Road improvements along S. George Washington Blvd, from the south boundary of the tentative map to the intersection with Lincoln Road, along the east right of way, are to be constructed including road widening, curb and gutter, sidewalk along the entire length of S. George Washington Blvd, and the curb return and ADA ramp at the intersection of S. George Washington Blvd and Lincoln Road or as otherwise determined by the Public

Works Director. Necessary right of way and easements are to be dedicated with Phase One and/or Phase Three of the Final Map.

12. The Developer shall, prior to the issuance of the first certificate of occupancy for any phase, construct a solid 6-foot high chain link fence across the right-of-way of the road that "dead-ends" into a future phase. The chain link fence shall connect to the adjoining six-foot high private fences. This fencing shall be constructed in addition to the standard dead-end barricade. The fence and barricade shall be maintained by the City via the lighting and landscape maintenance district.
13. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department.
14. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
15. The Developer, at their expense, 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.
16. Storage of construction material is not allowed in the travel way.
17. A Subdivision Agreement outlining any costs (hot tap, connection fee, fair share contribution, etc.) associated with the development shall be accepted by the City prior to recordation of map, or prior to approval of the Improvement Plans, whichever comes first.

PRIOR TO ISSUANCE OF A GRADING PERMIT

18. The improvement plans for the development of the subject property shall include all measures required to ensure that no increased drainage runoff resulting from the development of the property flow onto the adjacent lands or that the development will not impede the drainage from those properties. The rear yards and/or side yards of the lots that are created by this subdivision that are 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 or masonry block.
19. 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 subdivision phase.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

20. 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.
21. The contractor shall obtain an Encroachment Permit from the City and/or County prior to performing any work within public rights of way.

22. The plans shall indicate the locations of all prior hull deposit pits, detention pond(s), all septic and leach field areas, and all wells. All pits and ponds are to be filled with engineered fill.
23. The Developer shall dedicate right-of-way to the City as follows, or as approved by the Public Works Director:
- a) S. George Washington Blvd: on the **east** side, shall have right-of-way dedicated to a width of 55.5 feet (centerline to back of new 6.0-foot-high block wall), including a 12.0-foot PUE.
 - b) Lincoln Road: on the **south** side, shall have right-of-way dedicated to a width of 60.5 feet (centerline to back of new 6.0-foot-high solid wall), including a 12.0-foot-wide PUE dedicated with 2.0-foot located underneath the sidewalk and 10.0-feet located between sidewalk and property.
 - c) Dedication is not required as part of this project in front of APN 65-010-003 and 65-010-004.
 - d) Interior residential streets:
 - i) *Detached sidewalk* (Cypress Drive, Pasatiempo Drive, Amar Court, Darkhorse Way, and Sohal Way) -- 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. A 12.0-foot wide PUE shall be dedicated along the sidewalk with 2.0-foot located underneath the sidewalk along each side of the roadway.
 - ii) *Attached sidewalk* (Seascape Drive, Golf Way, and Olympic Way) -- Right-of-way shall be dedicated to a width of 46.0 feet. A 12.0-foot wide PUE shall be dedicated adjacent to the right-of-way with 2.0-foot located underneath the sidewalk along each side of the roadway.
 - iii) *Optional detached or attached* (Pacific Grove Drive, Stone Eagle Way, and Pebble Way) -- Design of the optional shall be as required in i) and ii) above.
 - e) All necessary right of way and easements are to be dedicated with the recordation of the Final Map.
24. The Developer shall construct frontage improvements to City standards as follows, or as approved by the Public Works Director:
- a) S. George Washington Blvd:
 - i) 30.0-foot-wide asphalt road section - centerline of S. George Washington Blvd/Lincoln Road to lip of gutter
 - ii) 2.5-foot wide barrier curb and gutter
 - iii) 6.0-foot wide landscaped parkway strip (measured from back of curb to face of sidewalk) with City approved street trees, landscaping, and irrigation
 - iv) 5.0-foot wide detached sidewalk
 - v) 12.0-foot wide public utility easement adjacent to the sidewalk with landscaping and irrigation
 - vi) 6.0-foot high solid wall
 - vii) streetlights
 - viii) fire hydrants
 - ix) storm drainage facilities
 - x) barricade
 - xi) roadway striping
 - xii) roadway signage
 - b) Lincoln Road:
 - i) 34.0-foot-wide asphalt road section - centerline of S. George Washington Blvd/Lincoln Road to lip of gutter
 - ii) 2.5-foot wide barrier curb and gutter

- iii) 8.0-foot wide landscaped parkway strip (measured from back of curb to face of sidewalk) with City approved street trees, landscaping, and irrigation
 - iv) 5.0-foot-wide detached sidewalk
 - v) 12.0-foot-wide public utility easement with 2.0-foot located underneath the sidewalk and 10.0-feet located between sidewalk and property
 - vi) 6.0-foot high solid wall
 - vii) streetlights
 - viii) fire hydrants
 - ix) storm drainage facilities
 - x) barricade
 - xi) roadway striping
 - xii) roadway signage
 - c) Lincoln Road in front of APN 65-010-003 and 65-010-004 (the road section width and specifications can be modified as approved by the Public Works Director to facilitate construction within the existing right of way):
 - i) 34.0-foot wide asphalt road section - centerline of Lincoln Road to lip of gutter
 - ii) 2.5-foot wide barrier curb and gutter
 - iii) 6.0-foot wide attached sidewalk
 - iv) Relocate the existing mailbox to the back of sidewalk or incorporate into the centralized mail delivery unit.
 - d) Interior residential streets:
 - i) *Detached sidewalk* (Cypress Drive, Pasatiempo Drive, Amar Court, Darkhorse Way, and Sohal Way) -- 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. Frontage improvements shall include street section, curb, gutter, 6.0-foot wide landscape parkway strip (measured from back of curb), 4.0-foot wide sidewalk, street trees, and streetlights.
 - (1) 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.
 - (2) The landscaping in the parkway strip is to have a coordinated theme referenced on the public improvement plans, or as approved by the Development Services Director.
 - (3) 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 18" wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.
 - ii) *Attached sidewalk* (Seascape Drive, Golf Way, Olympic Way) -- 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. Frontage improvements shall include street section, curb, gutter, a 4.0-foot wide attached sidewalk, and streetlights.
 - iii) *Optional detached or attached* (Pacific Grove Drive, Stone Eagle Way, and Pebble Way) -- Design of the optional shall be as required in i) and ii) above.
25. 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. The calculation analysis shall meet the requirements of the Yuba City Basin Drainage Study.
 - 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.
 - 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.
 - e) Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the ultimate development of the entire upstream watershed.
 - f) Water Quality – Water quality basin(s) shall meet State Water Resource Board requirements for water quality. The water quality basin can be incorporated into a detention pond, designed as an individual pond, included in a water quality manhole system, or as approved by the Public Works Director.
 - g) Detention Basins - A 100-year, 4-day storm shall be used for sizing detention storage facilities. The detention basin release rate from a 100-year, 24-hour storm after development must be equal to or lower than the runoff rate from the detention basin's tributary area before development.
 - h) 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.
26. Only one detention pond and/or water quality basin shall be utilized if required to meet stormwater requirements throughout the entire subdivision. Mechanical water quality devices and/or oversized pipes are preferred. Should a basin be necessary, it is to include, but not be limited to a vehicle pull out area, solid masonry wall adjacent to residential, decorative perimeter fencing with accessible sized gate, landscaping, and access to the inlet and outlet in the basin as approved by the Public Works Director. Maintenance costs associated with the basin and/or mechanical water quality device(s) are to be included in the applicable Lighting and Landscape Maintenance District.
27. Development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan. The Post Construction information can be found here: https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management
28. 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. The Developer shall coordinate with the County if the ditches on the north side of Lincoln Road, and the ditches to the west, are to be utilized as part of the drainage improvements. In addition, any culverts, between the proposed development and the Live Oak Canal that would transport storm water, shall be analyzed to ensure they can handle the additional runoff from the proposed development.

29. All development shall be designed to local, state, and federal flood standards.
30. 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 6" 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 residential streets
 - c. Use a traffic index of 7 for collector streets
 - d. Use a traffic index of 10 for arterial streets (Lincoln Road, South George Washington Blvd)

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.

31. 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. All required speed limit signs shall be shown on the Improvement Plans.
32. The street trees and street lighting are public improvements which shall meet the Parks Division Planting Standards and 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.
33. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the 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.
34. 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 California licensed structural engineer to the Public Works Department, prior to beginning construction."
- g. "Should any field conditions, conflicts, errors, and/or omissions be overlooked during the design review process, or during construction of the development, then any additional work identified during construction shall be implemented by the Developer at the Developer's expense."

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

- 35. 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.
- 36. In addition to the street lights provided on the interior streets, street lights shall be installed along the east side of S. George Washington Blvd and along the south side of Lincoln Road, the length of the proposed development.
- 37. Prior to backfilling, the Developer shall vacuum test all manholes to ensure no leakage will occur.
- 38. Prior to final paving, and/or as directed by the Public Works Director, 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.
- 39. 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 (Civil 3D version 2017 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.
- 40. The existing utility poles along the property frontage on S. George Washington Blvd shall be placed underground, or addressed in accordance with the City's Overhead Utility Policy adopted March 17, 2020. The total lineal foot length of overhead lines along S. George Washington Blvd is determined to be 960 lineal feet or as otherwise determined by the Public Works Director.

41. The utility poles, and associated overhead utility, within the project boundaries shall be removed as that phase develops.
42. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO FINAL MAP RECORDATION

43. Public improvements shall be designed and constructed in accordance with City Standards, including current Water / Wastewater Master Plans and Specific Plan documents, or as approved by the Public Works Director to help coordinate phased development. Costs are to be determined and reflected in the Subdivision Agreement.
44. The development shall pay for 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. The property shall annex in to an existing CFD.
45. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting and Landscaping Maintenance District for the purpose of maintaining; street trees which are to be planted along all streets, street lights, fencing, block walls, any detention / water quality basin(s) or devices, and the neighborhood park. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
46. The Post Construction Statement of Responsibility shall be recorded at the Sutter County Recorder's Office.
47. Should a detention pond or water quality basin be utilized, the basin parcel(s) shall be dedicated to the City of Yuba City.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

48. 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.
49. The Developer shall pay all applicable Sutter County Water Agency connection fees and maintenance and operation fees, and entering into an agreement with Sutter County providing participation in a zone of benefit, drainage district, agency, service area or any other public entity for the financing of construction and maintenance of a drainage system, as determined applicable by Sutter County.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

50. The curb, gutter, sidewalk, and lot 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.

51. All street lighting shall be constructed per the Improvement Plans and energized prior to the issuance of any certificate of occupancy or as approved by the Development Services Director.
52. 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.
53. The Developer shall construct a solid, six-foot-tall, good neighbor style wood fence, installed along the property line(s) adjacent to Assessor Parcel Number 65-010-003 and 65-010-004. Construction of the fence is to be completed prior to issuance of a certificate of occupancy for lots 22, 23, 24, 25, and 26 of Phase 1 and lot 28 of Phase 2, or as approved by the Development Services Director.

MITIGATION MEASURES

Impact	Mitigation Measure	Responsible Party	Monitoring Party	Timing
3.4 Biological Resources	Biological Resource Mitigation Measure 1: Pre-construction Nesting Surveys: Pre-construction surveys for nesting raptors should be conducted on trees within the subject property if construction activities occur between March 1 and September 15 pursuant to California Department of Fish & Wildlife requirements. These surveys should be accomplished no later than 7 days prior to commencement of tree removals and grading activities. If nesting raptors are discovered, the Project biologist shall identify and implement appropriate mitigation, subject to City review and approval, to ensure protection of the raptors prior to any tree removals.	Developer	Development Services Dept.	Prior to the construction phase
3.7 Geology and Soils	Paleontological Mitigation Measure 1: This Mitigation Measure shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700.	Developer	Development Services Dept	During construction phase

	Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.			
3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: The site grading shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.	Developer	Development Services Dept.	Prior to issuance of building permits.

3.17. Transportation and Traffic	Traffic Mitigation Measure 1: The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components. • Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours. • Demand-responsive service meeting ADA paratransit requirements in the plan area. • Expansion of peak period (AM and PM) weekday commuter bus service to downtown Sacramento. • Expansion of park-and-ride space. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation	Developer, Public Works Dept.	Public Works Dept.	Prior to recordation of the subdivision map
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	development act (TDA) funding. Traffic Mitigation Measure 2: For Bogue Road/Sanborn Road - until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program. Traffic Mitigation Measure 3: Lincoln Road Sanborn Road, until this intersection is added to the City's Traffic Impact Fee Study Program the project applicant shall pay a fair share to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.			
3.18. Tribal Cultural Resources	Tribal Cultural Resources Mitigation 1: Unanticipated Discoveries: If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American Tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC 21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary. Preservation in place is the preferred alternative under CEQA and UAIC protocols, and every effort must be made to preserve the resources in	Developer	Development Services Dept.	During construction phase

	place, including through project redesign. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, returning objects to a location within the project area where they will not be subject to future impacts. The Tribe does not consider curation of TCR's to be appropriate or respectful and request that materials not be permanently curated, unless approved by the Tribe. The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including but limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a Tribal Cultural Resource may include Tribal monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil. Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of CEQA, including AB 52 has been satisfied.			
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ATTACHMENT 3

PLANNING COMMISSION RESOLUTION NO. PC 23-25

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY (PLANNING COMMISSION) RECOMMENDING THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPT AN UNCODIFIED ORDINANCE FOR A DEVELOPMENT AGREEMENT FOR THE SOHAL RANCH SUBDIVISION (TSM 22-02) BETWEEN THE CITY OF YUBA CITY AND THE BALBIR SOHAL FAMILY TRUST, TO DEVELOP 179 SINGLE-FAMILY LOTS ON 41.36 ACRES, LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 and 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, there is also a requested Development Agreement that accompanies the subdivision, which must be approved by the City Council; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

WHEREAS, a review of the General Plan and Zoning Regulations determined that the proposed subdivision is consistent with all General Plan Elements and the Zoning Regulations; and

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, at which time it received input from City Staff, the applicant; the public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, the Planning Commission has reviewed all associated documents prepared for the Project, including those related to application TSM 22-02 and the Development Agreement, and all of the evidence received by the Planning Commission; and

WHEREAS, the Planning Commission now desires to recommend approval of the Development Agreement associated with TSM 22-02 to the City Council; and

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

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

1. Recitals. The Planning Commission hereby specifically finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. The Planning Commission recommends that the City Council find and determine, that that an environmental assessment/ initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. The process included the distribution of requests for comments from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, based on its independent judgement and analysis the Planning Commission finds that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects to a point where clearly no significant effect on the environment will occur. The project-specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment.
3. Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Based on the foregoing, the Planning Commission recommends the City Council adopt the Mitigated Negative Declaration prepared for the Project, including the associated Mitigation Monitoring and Reporting Program, as the Project will not result in any significant, adverse environmental impacts with the mitigations proposed. The Yuba City Development Services Department is located at 1201 Civic Center Boulevard, Yuba City, CA 95993, and is recommended to be designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the decision is based. The Planning Commission further recommends the City Council authorize the Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for approval of the Project that complies with the CEQA Guidelines.
4. Development Agreement Findings. Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report and all attachments, and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the Sohal Ranch Subdivision, the Planning Commission recommends the City Council make the following findings pertaining to the Development Agreement.
 - a. *The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).*

Evidence: The proposed subdivision creating 179 single-family residential lots is
PC 23-25

consistent with the land use originally adopted as part of the Lincoln East Specific Plan (LESP) but that plan was later vacated; however, the land use pattern remains in effect as part of the General Plan. The Project's overall density of approximately 4.7 dwelling units per acre are consistent with the General Plan Land Use Element that provides for a density range of 2-8 dwellings per acre for the Low-Density Residential (LDR) designation. Consistent with General Plan Policy 6.1-I-3, this development will dedicate parkland to the City and pay in-lieu fees toward neighborhood parks in addition to the Park and Recreation development impact fee to contribute to the City's Park system. Consistent with General Plan Policy 4.4-I-1, the proposed project has designed residential streets with sidewalks, planting strips and traffic calming elements to create a pedestrian-friendly environment.

- b. *The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.*

Evidence: This Project is consistent with the City's General Plan goals and policies including the established density ranges for LDR designated land. The Project is conditioned to meet all City development and improvement standards including water, wastewater, stormwater drainage systems, street cross-sections, streetscape landscaping, and park facilities or applicable in-lieu fees. The proposed Project will be subject to compliance with R-1 development standards.

Overall, the Project proposed by the Development Agreement represents a productive use of site that is compatible with surrounding anticipate future neighboring uses and offers Yuba City residents new residential opportunities that will support retail, entertainment, and employment uses in the City.

- c. *Water Supply Assessment.*

Evidence: A water supply assessment is not required for this Project because the proposed 179 lot subdivision is less than the 500 dwelling unit threshold required by California Government Code Section 66473.7 (a) (1) and does not meet the definition of a subdivision to require a water supply assessment.

- d. *The project has adequate flood protection.*

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

4. Recommendation of Approval of the Development Agreement. Based on the information provided above, the Planning Commission recommends to the City Council of Yuba City adopt and ordinance to approve a development agreement between the City of Yuba City and Balbir Sohal Family Trust, a copy of which is attached hereto as Exhibit A.
5. Effective Date of Resolution. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission at a regular meeting thereof held on September 27, 2023, by the following vote:

Ayes:

Noes:

Absent:

Recused:

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

Jackie Sillman, Planning Commission Chair

ATTEST:

Benjamin Moody, Secretary to the Planning Commission

Attachments:

Exhibit A: Draft Ordinance to Adopt Development Agreement

EXHIBIT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND BALBIR SOHAL FAMILY TRUST FOR THE SOHAL RANCH SUBDIVISION (SM 22-02), ON 41.36 ACRES LOCATED AT THE SOUTHEAST CORNER OF LINCOLN ROAD AND GEORGE WASHINGTON BOULEVARD (ASSESSOR'S PARCEL NUMBERS 065-010-005 and 065-010-006).

WHEREAS, the City received an application from Balbir Sohal Family for Tentative Subdivision Map (TSM) 22-02, Sohal Subdivision, to subdivide 41.36 acres into 179 single-family residential lots and two public use lots, and to develop the property at an overall project density of approximately 4.5 units per acre; and

WHEREAS, the two public use lots include a 0.11-acre site for a sewer lift station and a 2.63-acre (net) parcel for a City park. All of the new lots meet City development standards and will be provided full City services; and

WHEREAS, this property was recently annexed into Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), with the City, as the Lead Agency, the Planning Commission reviewed related Environmental Assessment 22-06 which was prepared for this subdivision and the development agreement, (collectively "Project") considering a Mitigated Negative Declaration (MND) prepared for the Project, which concluded that this Project, with new mitigations as well as mitigations from the previously approved EIR for the Lincoln East Specific Plan (LESP), will not generate any new significant environmental impacts not previously considered by the LESP EIR; and

WHEREAS, a review of the General Plan and Zoning Regulations determined that the proposed subdivision is consistent with the General Plan and Zoning Regulations; and

WHEREAS, a development agreement between Balbir Sohal Family Trust and the City of Yuba City, is also proposed to extend the expiry period of the tentative subdivision map to 15-years and may be extended an additional 5-years, subject to City approval. Additionally, the agreement provides for funding for the development of neighborhood parks consistent with existing established land-use; and

WHEREAS, the development agreement was considered in Environmental Assessment (EA) 22-06, where a Mitigated Negative Declaration is proposed; and

WHEREAS, on September 27, 2023, the Planning Commission concurrently conducted a duly noticed public hearing on TSM 22-02 and the Development Agreement, at which time it received input from City Staff, the applicant; the public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, by a _____ vote the Planning Commission adopted a Resolution contingently approving TSM 22-02, subject to City Council approval of the Development Agreement and take related action regarding the project; and

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property, which interest Developer has in the affected property; and

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City published a legal notice of the public hearing regarding the proposed Development Agreement to be held by the City Council on _____. In addition, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, indicating the date and time of the public hearing regarding the Development Agreement; and

WHEREAS, the City Council considered the provisions of the Development Agreement at a public hearing on _____, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, the City Council has adopted a Mitigated Negative Declaration in connection with Tentative Subdivision Map TSM 22-02, related to the Sohal Ranch Subdivision; and

WHEREAS, the Development Agreement was assessed by the Mitigated Negative Declaration, which identified that implementation of the proposed Project would require certain approvals, including approval of the Development Agreement by the City, and which Development Agreement was included within the scope of the project and was environmentally assessed in the Initial Study; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desire to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust by adoption of this Ordinance.

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

1. Recitals: The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. California Environmental Quality Act (CEQA) Findings: The City Council find that an environmental assessment/ initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. The process included the distribution of requests for comments from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, based on its independent judgement and analysis the Planning Commission recommends the City Council find that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects to a point where clearly no significant effect on the environment will occur. The project-specific mitigation measures

included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program. With the project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect, or cumulative effects on the environment.

3. Adoption of the MND and Mitigation Monitoring and Reporting Program. Based on the foregoing, the City Council adopts the Mitigated Negative Declaration prepared for the project, including the associated Mitigation Monitoring and Reporting Program, as the project will not result in any significant, adverse environmental impacts with the mitigations proposed. The Yuba City Development Services Department is located at 1201 Civic Center Boulevard, Yuba City, CA 95993, and is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the decision is based. The City Council authorizes the Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for approval of the project that complies with the CEQA Guidelines.
4. Development Agreement Findings: Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the Sohal Ranch Subdivision, the City Council makes the following findings pertaining to the Development Agreement.

- a. *The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).*

Evidence: The proposed subdivision creating 179 single-family residential lots is consistent with the land use originally adopted as part of the Lincoln East Specific Plan (LESP) but that plan was later vacated; however, the land use pattern remains in effect as part of the General Plan. The Project's overall density of approximately 4.7 dwelling units per acre are consistent with the General Plan Land Use Element that provides for a density range of 2-8 dwellings per acre for the Low-Density Residential (LDR) designation. Consistent with General Plan Policy 6.1-I-3, this development will dedicate parkland to the City and pay in-lieu fees toward neighborhood parks in addition to the Park and Recreation development impact fee to contribute to the City's Park system. Consistent with General Plan Policy 4.4-I-1, the proposed project has designed residential streets with sidewalks, planting strips and traffic calming elements to create a pedestrian-friendly environment.

- b. *The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.*

Evidence: This Project is consistent with the City's General Plan goals and policies including the established density ranges for LDR designated land. The Project is conditioned to meet all City development and improvement standards including water, wastewater, stormwater drainage systems, street cross-sections, streetscape landscaping, and park facilities or applicable in-lieu fees. The proposed Project will be subject to compliance with R-1 development standards.

Overall, the Project proposed by the Development Agreement represents a productive use of site that is compatible with surrounding anticipate future neighboring uses and offers Yuba City residents new residential opportunities that will support retail, entertainment, and employment uses in the City.

c. Water Supply Assessment.

Evidence: A water supply assessment is not required for this Project because the proposed 179 lot subdivision is less than the 500 dwelling unit threshold required by California Government Code Section 66473.7 (a) (1) and does not meet the definition of a subdivision to require a water supply assessment.

d. The project has adequate flood protection.

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

5. Approval of the Development Agreement. Based upon the findings outlined in Sections 2-4 above, the City Council adopts an ordinance to approve a Development Agreement between the City of Yuba City and Balbir Sohal Family Trust, a copy which is attached hereto as Attachment "A."
6. Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
7. Effective Date: This ordinance shall be in full force and effect thirty (30) days after its passage. However, the Agreement shall not become operative until the affected property is annexed into the City within the time specified by the Agreement.
8. Certification: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the ____ day of _____, 2023 and passed and adopted at a regular meeting held on the ____ day of _____, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment "A": Sohal Ranch Subdivision (TSM 22-02) Development Agreement

ATTACHMENT "A"

**SOHAL RANCH SUBDIVISION
DEVELOPMENT AGREEMENT**

Recording Requested by:

Development Services Department
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA

When Recorded Mail To:

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

DOCUMENT WILL BE RETURNED TO NAME &. ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

DEVELOPMENT AGREEMENT

by and between

BALBIR SOHAL FAMILY TRUST

and

CITY OF YUBA CITY

A General Law City

(Sohal Ranch Development Agreement)

DEVELOPMENT AGREEMENT

by and between

NARJIT SOHAL

AND BALBIR SOHAL AS TRUSTEES OF THE BALBIR

SOHAL FAMILY 2016 TRUST

and

CITY OF YUBA CITY,
A General Law City

(Sohal Ranch Development Agreement)

THIS DEVELOPMENT AGREEMENT dated , 2023 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement"), is entered into by and between Narjit Sohal And Balbir Sohal As Trustees Of The Balbir Sohal Family 2016 Trust(hereinafter referred to as "Sohal Ranch Landowner," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State' of California.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a binding property development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property which is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of Government Code Section 65864 *et seq.* and is authorized to enter into development agreements with persons having legal or equitable interests in real property located in the City.

C. Landowner. The Landowner is Balbir S. Sohal and Narjit K. Sohal as trustees of the Balbir Sohal Family 2016 Trust, dated June 8, 2016.

D. Property. The subject of this Agreement is the development of that certain property commonly known as Sohal Ranch, consisting of approximately 41.36 acres located in the County of Sutter, as described in Exhibit A-I and depicted in Exhibit A-2, attached hereto and incorporated herein by reference (referred to as "the Property"). Landowner owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

E. Lincoln East Specific Plan (“Specific Plan” or “LESP”). The Property is located within the area that used to be part of the Lincoln East Specific Plan. The LESP was rescinded by action of the City Council by adoption of Ordinance 009-21 on October 19, 2021.

F. Project. The development of the Property is in accordance with the City's General Plan, as amended, and approval of Tentative Subdivision Map 22-02 and Environmental Assessment 22-06, referred to herein as the “Project.”

G. The Mitigated Negative Declaration. The City examined the environmental effects of this Agreement and the Development Approvals in the Mitigated Negative Declaration (the “MND”) (SCH No. 2023090155) prepared pursuant to the California Environmental Quality Act (CEQA). The City Council reviewed and approved the MND as adequate and complete as part of the approval of the Development Approvals.

H. Purposes. The Landowner and City desire to enter into an agreement for the purpose of implementing the plan for subdividing and development of Sohal Ranch as set forth herein and Development Approvals and for mitigating the environmental impacts of such development as identified in the environmental document. The City has an expressed interest in ensuring the proper growth of the community by entering into Development Agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Sohal Ranch pursuant to the proposed Tentative Subdivision Map 22-02 is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City's land use planning for and secure orderly development of the Property in accordance with the policies and goals set forth in the City's General Plan. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

I. Entitlements Needed Prior to the Development Agreement. The application for approval of this Agreement and the appropriate CEQA documentation required for approval of this Agreement, including:

- Tentative Subdivision Map 22-02 (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 22-06 (Approval of the Mitigated Negative Declaration).

The entitlements are collectively referred to as “Development Approvals.”

J. Reserved.

K. Development Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council, by the adoption of an

Ordinance approved this Agreement and authorized its execution. The City has determined that this Agreement furthers the public health, safety and general welfare, that the provisions of this Agreement are consistent with the goals and policies of the General Plan and the provision of a neighborhood park and payment of fees as specified in Section 4.2.6 and 4.2.7 of this Agreement is a community benefit. The City and Developer have determined that the project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement laws were enacted, including (1) providing for the development of unused land; (2) providing increased tax revenues for the City; (3) providing for jobs and economic development in the City; and (4) providing for infrastructure improvements that can be utilized by regional users and future users.

L. Consistency with Yuba City General Plan. Development of the Property in accordance with this Agreement will provide for orderly growth and development in accordance with the policies set forth in the City General Plan, as amended and the Development Approvals. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the General Plan of the City and with the Development Approvals.

M. Landowner Payments for the Costs of Public Infrastructure, Facilities, and Services. Landowner agrees to pay the costs of such City of Yuba City public facilities and services as herein provided to mitigate impacts of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property, in accordance with the terms and conditions of this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make such payments toward the costs of public improvements and services as herein provided to mitigate the impacts of development of the Property.

N. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the California Government Code Sections 65864 through 65869.5 regulating the use of development agreements.

O. Flood Hazard. The City has imposed conditions on the project that will protect the property to the urban level of flood protection in urban and urbanizing areas. Such conditions may also be implemented as conditions of tentative maps or other entitlements.

NOW THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Landowner and the City, each individually referred to as a Party and collectively referred to as the Parties ("Parties"), agree as follows:

AGREEMENT

1. General Provisions.

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated in this Agreement as if set forth herein in full.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.2.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

1.2.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City govern the permitted uses of land, density, design, improvements and construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the Zoning Regulations of the City of Yuba City, and the Subdivision Regulations of the City of Yuba City.

1.2.3 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on the Property under the existing City Laws, whether such conditions of approval constitute public improvements, or mitigation measures in connection with environmental review of any aspect of the Project.

1.2.4 Director. The Director of the Development Services Department.

1.2.5 Existing City Laws. The City Laws in effect as of the Effective Date of this Agreement.

1.2.6 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.2.7 Mortgagee. "Mortgagee" means: (a) the holder of the beneficial interest under a Mortgage; (b) the lessor under a sale and leaseback Mortgage; and (c) any successors, assigns and designees of the foregoing.

1.2.8 Party. A signatory to this Agreement: or a successor or assign of a signatory to this Agreement.

1.2.9 Property. The Property is that property described and shown on Exhibits A-1 and A-2. It is intended and determined that the provisions of this

Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors-in-interest to the parties hereto.

2. Effective Date: Term.

2.1 Recordation. Not later than ten (10) days after the Effective Date, the Parties shall cause this Agreement to be recorded in the Official Records of the County of Sutter, State of California, as provided for in Government Code Section 65868.5. However, failure to record this Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

2.2 Term. Except as provided herein, the term of this Agreement shall commence on the Effective Date and terminate fifteen (15) years thereafter; provided, however, that the initial term may be extended for an additional five (5) year term upon approval by the City Council after first receiving a recommendation by the Planning Commission, if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty (20) years. Following the expiration of the Term, this Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

3. General Development of the Project.

3.1 Project: Vested Entitlements.

3.1.1 Reserved.

3.1.2 Development of the Property shall be governed by this Agreement, and the Development Approvals. This Agreement does not impose affirmative obligations on the Landowner to commence development of the Project, or any phase thereof, in advance of its decision to do so.

3.1.3 The permitted uses of the Property, the density and intensity of use, including, but not limited to, minimum landscape areas, maximum lot coverage, minimum and maximum number of parking spaces, and the allowable floor area ratios), and provisions for public improvements and all mitigation measures and conditions required or imposed in order to minimize or eliminate environmental impacts or any impacts of the Property applicable to development of the Property, are as set forth in ordinances, policies, and standards in effect as of the Effective Date and are hereby vested subject to the provisions of this Agreement ("Vested Entitlements").

3.2 Project Phasing. Landowner and City acknowledge and agree that the Project is designed to be developed in phases. The Parties also acknowledge and agree that presently the Landowner cannot predict the timing of the Project phasing. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that the Landowner shall have the right to

develop the building components of the Project in phases in accordance with the Development Approvals and at such times as the Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement.

3.3 Other Government Permits. The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or Cal Trans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto.

3.4 Additional Fees. Except as set forth in this Agreement, the City shall not impose any further or additional fees, taxes or assessments, whether through exercise of the police power, the taxing power, or any other means, other than those required by Existing City Laws and this Agreement, provided that:

3.4.1 Community Facilities District. Prior to the approval of any final map within the area covered by this Agreement, the Developer shall be required to enter into a Community Facilities District ("CFD") or similar funding mechanism acceptable to the City for the purpose of funding on-going operational costs for police, fire, and other government services and for the on-going maintenance costs for road and park facilities.

Developer shall cooperate in the formation or annexation to the CFD or funding mechanism, and irrevocably consents herewith to the levy of such special taxes, establishment of funding mechanisms, or collection of other fees or charges, as are necessary to fund the operational and/or maintenance costs.

3.4.2 The City may charge the Landowner the standard processing fees for land use approvals, building permits and other similar permits, which are in force and effect on a City-wide basis at the time application is submitted for those permits.

3.4.3 City shall have the authority to enact or increase development impact fees provided the fees are consistent with the fees applied to other properties in the City or area wide that is similarly situated.

3.4.4 If the City exercises its taxing power in a manner which will not change any of the conditions applicable to the Project and so long as any taxes are uniformly applied on a City-wide or area-wide basis, as defined below, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City or area wide that is similarly situated.

3.4.5 If state or federal laws are adopted which enable cities to impose fees on existing projects and if, consequently, the City adopts enabling legislation and imposes fees on existing projects on a City-wide basis, these fees may be imposed on

the Project, which fees shall be consistent with the fees imposed on other properties in the City similarly situated.

3.4.6 Landowner shall pay the following fees:

i. City-wide development impact fees, which may include but not be limited to:

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements
- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)
- Applicable County development impact fees

ii. A supplement to the Park and Recreation Development Impact Fee shall be paid pursuant to Section 4.2.6 of this Agreement.

iii. Any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law.

iv. Any fees the City is legally required to collect for other State or Federal agencies pursuant to State or Federal law or any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

Fees shall be paid at the then-applicable rate in effect at the time building permits are obtained. Certain City fees may be deferred to prior to issuance of a certificate of occupancy if otherwise allowed by City ordinance, regulation, or policy.

The parties also acknowledge that the City is currently assessing a publicly administered fee program for the area. If adopted, this program may impose fee(s) applicable to the entire area including the Property. Landowner agrees to pay such fee(s) once adopted by the City. Nothing in this Agreement shall preclude Landowner from objecting to or contesting the adoption of the fees in the same manner as any other member of the public.

3.4.7 The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such

development without abridging the right of the City to act in accordance with its powers, duties and obligations.

3.5 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Agreement, the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by the City), and this Agreement. The Project has vested rights to be built and occupied on the Property, provided that the City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code and all applicable hazardous materials regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

3.6 Application of New Laws. Nothing herein shall prevent the City from applying to the Property new federal, state or City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement; and which do not alter the terms, impose any further or additional fees or impose any other conditions requiring additional traffic improvements requirements or additional off-site improvements that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered to be in conflict with this Agreement and the existing City Laws, and shall not be applied by the City to the Project or this Agreement:

3.6.1 Limiting the uses permitted on the Property;

3.6.2 Limiting or reducing the density or intensity of uses, the maximum height, the allowable floor area ratios, the required number of parking spaces, increasing the amount of required landscaping or reservations and dedications of land for public purposes;

3.6.3 Limiting the timing or phasing of the Project in any manner that is inconsistent with or more restrictive than the provisions of this Agreement;

3.6.4 Limiting the location of building sites, grading or other improvement on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or

3.6.5 Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

3.7 Moratorium, Quotas, Restrictions, or Other Limitations. Without limiting the City's standard application processing procedures, no moratorium or other limitation affecting building permits or other land use entitlements, or the rate, timing or sequencing thereof shall apply to the Project.

3.8 Easements: Improvements. The City shall cooperate with the Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements

within the Property necessary or appropriate in connection with the development of the Project.

3.9 Farming Rights. The City shall acknowledge that the Landowner shall have the right to continue to farm the non-developed portion of the property until such time as development becomes feasible.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to those reimbursements and credits as specified in this Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such improvements, and in accordance with the requirements and regulations pursuant to California State law.

4.2 Developer Obligations. Developer shall be obligated to construct and finance the public infrastructure improvements as called out in the BSMP Public Facilities Finance Plan and as provided below, in accordance with the BSMP and consistent with the City's infrastructure Master Plans. Developer shall be required to post appropriate financial security with City prior to recordation of Final Maps, consistent with Project conditions of approval and as called out in the Public Facilities Financing Plan. The developer may be entitled to fee credits as provided in Section 5.1.

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, and as provided in the approved tentative maps or other discretionary City permits. On-site improvements shall be as per project approvals and approved improvement plans.

4.2.2 Lincoln Road Frontage Improvements for 2810 Lincoln Road and 2836 Lincoln Road. Developer agrees to construct roadway improvements along the frontage of 2810 Lincoln Road and 2836 Lincoln Road in accordance to the road section shown on the Sohal Ranch Tentative Map SM 22-02 or as otherwise approved by the Community Development Director. The City agrees to obtain all right-of-way and reimburse Developer for associated roadway construction improvement construction at the time of City acceptance of public improvements. The City shall reimburse the Developer actual costs including surveying, design, construction, permitting, staking, environmental, etc. at the time City acceptance of public improvements. The City shall perform all right-of-way acquisition at their sole cost and expense prior to Developer starting work. If the City is not able to or elects not to obtain additional right-of-way, the City could consider modification of the road section improvements for developer implementation to avoid additional right-of-way needs.

4.2.3 Storm Drainage. Developer shall provide necessary on-site and off-site improvements for storm drainage consistent with Project conditions of approval and as required by the City. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval and as provided in the approved tentative maps or other discretionary City permits.

4.2.4 Sewer. Developer shall construct sewer lines consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.5 Water. Developer shall construct water line improvements consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Developer shall also be responsible for all on-site water line improvements. Improvements shall be constructed for the approved phased infrastructure improvement per the tentative map conditions of approval, Planned Development, and as provided in the approved tentative maps or other discretionary City permits.

4.2.6 Neighborhood Park Impact Fee. Developer shall pay to City a supplement to the Park and Recreation Development Impact Fee to cover development of a neighborhood park in the amount of \$3,206 per single-family residential unit and \$2,298 per multifamily unit, prior to issuance of a certificate of occupancy for each lot developed. Said fee shall be considered in addition to the City's existing Park and Recreation development impact fee specified in Section 3.4.6 of this Agreement. This fee is subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2020. This section shall become inoperative should the City adopt a comprehensive Park and Recreation Development Impact fee update where neighborhood parks are incorporated into the City's fee program. Neighborhood Park Supplement Development Impact Fees acquired or earned prior to a comprehensive Park and Recreation Development Impact fee will remain to be considered Park and Recreation fee credits or reimbursements.

4.2.7 Onsite Neighborhood Park. Developer agrees to dedicate to the City an approximate 2.6-acre neighborhood park as shown on the tentative map and construct adjacent frontage improvements prior to obtaining the ninety-eighth (98) building permit within the subdivision. The dedication shall include the park land, access to the parkland, and frontage adjacent to the parkland. The frontage improvements shall consist of curb, gutter, sidewalk, and roadways improvements consistent with City standards. The Developer will not be obligated to construct any onsite improvements other than to grade the site to drain consistent with City standards. The City agrees to grant Developer fee credits in the value of these improvements in exceedance of developer neighborhood impact fee obligation. The Developer shall be able to use 100 percent of the impact fee credits earned, for Development within the Sohal Ranch Subdivision. Fee Credits will be subject to inflation utilizing the Engineering News and Record Construction Index beginning January 2024. Both the Developer and City acknowledge that the City is considering a comprehensive Park and Recreation Development Impact fee which incorporates neighborhood park development and at such time, the requirement for the supplement to the Park and Recreation Development Impact Fee will become inoperative.

4.3 Reimbursement by Developer to Third Parties. In the event that facilities, including, but not limited to, roadway, sewer, water, drainage, and parks are constructed by third parties which benefit Developer, Developer agrees that it will pay to City for reimbursement to the third parties, Developer's pro-rata share, as reasonably determined by the City, of the cost of construction prior to the issuance of the first building permit in the Project.

Third party reimbursement will include, in addition to construction costs, those costs associated with planning, design and permitting as set forth in Section 4.1 of this Agreement.

4.4 Covenants, Conditions and Restrictions; Enforcement by City. Upon the recordation of each final subdivision map or other development project, Developer shall record against such portion of the Property a master set of covenants, conditions and restrictions ("CC&R's") to require the development and use of the property to be consistent with the Project Entitlement development plan or other appropriate City designation and applicable design guidelines for the Project. The CC&R's shall include the covenants that all structures and landscaping within the Project are to be built, installed and maintained in accordance with the Master Plan and subject to an obligation to obtain design approval from the City prior to any construction or modification of such improvements. The CC&R's shall provide that the City shall be a third-party beneficiary thereof and may not be amended without the City's consent. As a third-party beneficiary, the City shall have the right, but no obligation, to review and/or enforce any covenant under the CC&R's and the City shall not be obligated hereby to respond to any demands or complaints thereunder or otherwise take any action with respect thereto. The CC&R's shall give the City the same rights as any other owner of record and enforce liens to recover the costs of such enforcement, which may include costs to perform maintenance obligations, remove trash or debris, tow any unlawfully parked vehicles, or other such violations, all at the cost of any defaulting party. The form of such CC&R's shall be subject to the review and approval by the City Attorney, which shall not be unreasonably withheld, prior to recordation thereof and prior to any amendment thereof that may affect the City's enforcement rights thereunder. City acknowledges that Developer shall not be obligated by the foregoing to form a homeowner's association.

4.5 Reimbursement for City Costs. Developer shall reimburse City for all of City's costs incurred in the drafting, negotiating, development, and implementation of this Agreement, including, but not limited to, the annual review pursuant to Section 6.1. Said costs shall include, but not be limited to, the full cost recovery of all City's staff time and City's attorney fees. This Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City.

4.6 Building and Site Design. Developer shall comply with the design intent in the City-wide adopted Design Guidelines.

5. Reimbursement and Fee Credits, Financing, and Right-of Way

5.1 Reimbursement to Developer for Oversizing

5.1.1 Developer agrees the City may require Developer to construct certain on-site and off-site improvements in a manner that provides for oversize or excess capacity beyond that size or capacity needed to serve the project (collectively "Oversizing") so that the constructed improvement will be available to serve other development or residences or facilities outside of the Property. The City shall not require any Oversizing from the Developer except in connection with project approvals or in Development Approvals, and in accordance with the provisions of the Subdivision Map Act. Developer may be entitled to a fee credit or reimbursement for Oversizing improvements per Section 5 of this Agreement.

5.1.2 In the event that City requires Developer to install a specific improvement (for example, a traffic signal), Developer's obligation to pay the relevant development impact fees otherwise owed under this Agreement regarding the category

of improvement the Developer is installing shall be satisfied by the installation of such improvement in the manner mutually agreed upon by the City and the Developer so long as the amount of the development impact fees for this category of improvement does not exceed the cost of such improvement. City shall accept Developer's dedication of such improvements, consistent with the terms and conditions of this Agreement.

By entering into this Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer's fee credit for a particular facility exceeds the amount of the fee owed, except for Neighborhood Park requirements per 4.2.6 and 4.2.7, then Developer shall be reimbursed for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. Developer shall request the City enter into a Reimbursement/Fee Credit Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement/Fee Credit Agreement will require future development by third-party landowners benefiting from the Oversizing to reimburse Developer's pro-rata share for a period of up to fifteen (15) years from the installation of the oversizing or other qualifying improvements benefiting third-party landowners, provided, that Developer shall have the right to extend the initial fifteen (15) year period with a single five (5) year extension request. The extension request must be received, by the City, in writing six months prior to the expiration of the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement/Fee Credit Agreement on behalf of the City subject to approval as to legal form by the City Attorney. The Developer shall have the right to sell or transfer reimbursements/fee credits to other Developer or projects within the City of Yuba City.

5.1.3 Reimbursement Calculations. City will provide Developer with the available documentation showing the basis for the reimbursement amounts pursuant to Section 4.1. The reimbursement obligations provided in this Agreement will be in amounts as reasonably determined by the City.

5.1.4 Reimbursement Personal to Constructing Owner. All rights to reimbursement created pursuant to Section 4.1 shall be personal to the owner installing the improvements and shall not run with the land unless such rights are expressly assigned in writing.

5.2 City's Consideration of Public Financing for Project Improvements. Development of the Project requires the investment of significant capital to fund the Project's necessary major infrastructure. Developer may, at its discretion, seek public financing mechanism for financing the construction, improvement or acquisition of major infrastructure. At the request of Developer, the City may consider the use of finance districts, special assessment districts, and other similar project-related public financing mechanisms to fund the Project's necessary infrastructure.

5.3 Right-of-Way Acquisition. With respect to the acquisition of any off-site interest in real property required by Developer in order to fulfill any condition required by the Project or the Entitlements, Developer shall make a good faith effort to acquire the necessary interest by private negotiations at the fair market value of such interest. If, after such reasonable efforts, Developer has been unable to acquire such interest and provided that

Developer (i) provides evidence of a good faith effort to acquire the necessary property interest to the reasonable satisfaction of City and (ii) agrees to pay the cost of such acquisition, including reasonable attorney's fees, City shall make an offer to acquire the necessary property interest at its fair market value. If such offer has not been accepted within 60 days, City agrees, to the extent permitted by law, to cooperate and assist Developer in efforts to obtain such necessary property interest. Any such acquisition by City shall be subject to City's good faith discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Subject to the reservation of such good faith discretion, the City shall schedule the necessary hearings, and if approved by City, thereafter, prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain.

Developer shall fund all costs of the acquisition of such necessary property interests, including reasonable attorney's fees and court costs in the event that such acquisition and/or condemnation is necessary.

6. Annual Review.

6.1 Good Faith Compliance. Developer shall annually provide documentation of good faith compliance with this agreement per Govt. Code Section 65865.1 to the City. The City may, at least every twelve (12) months, during the Term of this Agreement, conduct a public meeting to review the extent of good faith substantial compliance by Landowner with the terms of this Agreement at Landowner's expense. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1. Notice of such annual review will be provided by the Development Services Director to Landowner thirty (30) days prior to the date of the public meeting by the Planning Commission and shall include the statement that any review may result in amendment or termination of this Agreement as provided herein. A finding by the City of good faith compliance by the Landowner with the terms of Agreement shall conclusively determine the issue up to and including the date of such review. Nothing in this Section shall be deemed to create a duty of responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined.

6.2 Failure to Comply in Good Faith. If the City Council makes a finding that the Landowner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to the Landowner describing: (i) such failure to comply with the terms and conditions of this Agreement (referenced to herein as a "Default"); (ii) the actions, if any, required by the Landowner to cure such Default; and (iii) the time period within which such Default must be cured. The Landowner shall have, at a minimum, thirty (30) business days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period but can be cured within one (1) year, the Landowner shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within thirty (30) days from the date of notice. If the Default cannot be cured within one (1) year, as determined by the City during periodic or special review, the City Council may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5.

6.3 Failure to Cure Default. If the Landowner fails to cure a Default within the time periods set forth above, the City Council may modify or terminate this Agreement as provided below.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.2 and the expiration of the cure period, the City determines to proceed with modification or termination of this Agreement, the City shall give written notice to the Landowner of its intention to do so. The notice shall be given at least fifteen (15) calendar days before the scheduled hearing and shall contain:

6.4.1 The time and place of the hearing;

6.4.2 A statement as to whether or not the City proposes to terminate or to modify the Agreement; and

6.4.3 Such other information as is reasonably necessary to inform the Landowner of the nature of the proceeding.

6.5 Hearings on Modification or Termination. At the time and place set for the hearing on modification or termination, the Landowner shall be given an opportunity to be heard, and the Landowner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Landowner. If the City Council finds, based upon substantial evidence, that the Landowner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

7. Permitted Delays.

7.1 Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default where delays or, defaults are due to war, insurrection, strikes, lockouts, walkouts, drought, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasigovernmental entities other than the City, unusually severe weather, acts of the other Party, acts or the failure to act of any public or government agency or entity other than the City, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of cause. If, however, notice by the Party claiming such extension of time is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the joint agreement of the City and Landowner. Litigation attacking the validity of this Agreement, or any permit, ordinance, or entitlement or other action of a governmental agency necessary for the development of the Property pursuant to this Agreement shall also be deemed to create an excusable delay under this Section.

7.2 Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in the Landowner's reasonable business Judgment, then the Landowner shall have the right to terminate this Agreement by written notice to the City. The Landowner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

8. Termination.

8.1 City's Right to Terminate. The City shall have the right to terminate this Agreement if the Landowner is not in substantial compliance with the terms of this Agreement and this default remains uncured, all as set forth in Section 6.

8.2 Landowner's Right to Terminate. The Landowner shall have the right to terminate this Agreement only under the following circumstances:

8.2.1 The Landowner has found the City in breach of this Agreement, has given the City notice of such breach and the City has not cured such breach within thirty (30) days of receipt of such notice or, if the breach cannot reasonably be cured within such thirty (30) day period, if the City has not commenced to cure such breach within thirty (30) days of receipt of such notice and is not diligently proceeding to cure such breach.

8.2.2 The Landowner is unable to complete the Project because of supersedure by a subsequent law per Section 7.2 or court action.

8.2.3 The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property. However, in such event the Landowner shall remain responsible to comply with Section 4.2.7, to complete the infrastructure necessary to serve the completed residential units in the subdivision as reasonably determined by the City, and to secure and maintain uncompleted buildings and structures within the subdivision to the reasonable satisfaction of the City.

8.3 Mutual Agreement. This Agreement may be terminated upon the mutual Agreement of the Parties.

8.4 Effect of Termination.

8.4.1 General Effect. If this Agreement is terminated for any reason, such termination shall not affect any condition or obligation due to the City from the Landowner prior to the date of termination and such termination

shall not otherwise affect any other City entitlement or approval with respect to the Property that has been granted prior to the date of termination.

8.5 Recordation of Termination. In the event of a termination, the City and Landowner agree to cooperate with one another in executing a Memorandum of Termination to record in the Official Records of Sutter County within thirty (30) days of the date of termination.

9. Remedies. Either Party may, in addition to any other rights or remedies, institute legal or equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

10. Waiver: Cumulative Remedies. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default, or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties that the Project is a private development. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status. No partnership, joint venture or other association of any kind is formed by this Agreement.

12. Cooperation in the Event of Legal Claim. In the event any legal action or proceeding is instituted by any third-party challenging the validity of any provision of this Agreement or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

13. Estoppel Certificate. Either Party may, at any time, and from time-to-time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults; and (iv) the requesting Party has been found to be in compliance with this

Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt thereof. The Director shall have the right to execute any certificate requested by the Landowner hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Right to Assign or Transfer. The Landowner's rights and responsibilities hereunder may be sold or assigned in conjunction with the transfer, sale or assignment of the Property at any time during the term of this Agreement subject to the following conditions precedent:

14.1 No default by Developer shall be outstanding and uncured as of the effective date of the proposed transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such default shall be cured in a timely manner either by Developer or the transferee under the transfer.

14.2 Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Agreement that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

14.3 Prior to the effective date of the proposed transfer, the Developer must obtain the City's consent in writing to the transfer, which may be evidenced by the City Council's approval of an Assumption Agreement. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of transferee, its principals, officers or owners with the provisions of federal or state law, the Yuba City Municipal Code or agreements with the City relating to development projects within the City.

14.4 Mortgage as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a transfer. A Mortgagee shall be a transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such transfer to a Mortgagee.

14.5 Effect of Transfer. A transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the transfer and then only to the extent set forth in the Assumption Agreement. If Developer transfers all of its rights, duties and obligations under this Agreement, Developer shall be released from any and all obligations

accruing after the date of the transfer under this Agreement. If Developer effectuates a transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the transfer which the transferee assumes in the Assumption Agreement.

15 Financing. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property ("Mortgages") are permitted without the consent of the City, provided the Landowner complies with the following:

15.1 Mortgagee Protection. This Agreement and any covenants entered into between the Developer and City shall be superior and senior to the conveyance of any Mortgage encumbering any interest in the Property. No default shall defeat, render invalid, diminish or impair the conveyance of any Mortgage made for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property or any portion thereof or interest therein or improvement thereon, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2 Mortgagee Not Obligated; Mortgagee as Transferee. No Mortgagee shall have any obligation or duty under this Agreement whatsoever, except that nothing contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Sohal Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

15.3 Entitlement to Written Notice of Default. The Mortgagee of a Mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Landowner of the performance of Landowner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Landowner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

15.4 Priority of Mortgages and Subordination. Landowner shall ensure that all Mortgages subordinate to this Agreement. For purposes of exercising any remedy of a Mortgagee or for becoming a Transferee, the applicable laws of the State of California shall govern the rights, remedies and priorities of each Mortgagee, absent a written agreement between Mortgagees otherwise providing.

15.5 Collateral Assignment. As additional security to a Mortgagee under a Mortgage on the Property or any portion thereof, Developer shall have the right, without the consent of the City, to execute a collateral assignment of Developer's rights, benefits and remedies under this Agreement in favor of the Mortgagee (a "Collateral Assignment") on the standard form provided by the Mortgagee.

16. Covenants to Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this

Agreement shall be binding upon the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors and assignees. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each Party and its property hereunder, and each other person succeeding to an interest in such properties; provided that no liability or obligation shall accrue to any person, if this Agreement terminates pursuant to Section 8 of this Agreement.

17. Amendment.

17.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868. Minor amendments to this Agreement may be made without a public hearing upon approval of the Development Services Director. "Minor Amendments" shall mean amendments which are similar in significance to the type of minor amendments to land use entitlements that may be made without a full public hearing or approval of the Planning Commission or City Council pursuant to the Yuba City Municipal Code.

17.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination or cancellation.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

18.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	Development Services Director City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993
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With a copy to:	City Manager
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City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Landowners: Narjit and Balbir Sohal
Attn: Balbir Sohal
P.O. Box 1651
Yuba City, CA 95992

Landowners: Balbir Sohal Family 2016 Trust
Attn: Balbir Sohal
P.O. Box 1651
Yuba City, CA 95992

With a copy to: MHM Incorporated
Attn: Sean Minard
P.O. Box B
Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

19. Indemnification.

19.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (a) challenges or contests any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, or the Development Approvals; or (b) claims or alleges a violation of CEQA or another law in connection with the certification of the EIR by the City Council or the grant, issuance or approval by the City of any or all of this Agreement, the Sohal Ranch Subdivision Map Applications and Approvals, and the Development Approvals. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section shall survive the termination of this Agreement.

19.2 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not

addressed in Section 19.1 shall be governed by this Section 19.2. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, 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, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of off-site improvements unless and until such off-site improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, attorneys, or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, attorneys, or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in Section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, 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, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, 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.

This Section shall survive termination or expiration of this Agreement.

20. Insurance. Prior to starting construction of any phase of the project through the date of City's final formal acceptance of off-site improvements constructed pursuant to the terms of this Agreement (the "Insurance Period"), Developer 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 Public Work's Director. The following policies of insurance are required:

20.1 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 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 \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$5,000,000 general aggregate and \$5,000,000 aggregate for products and completed operations and \$5,000,000 general aggregate.

20.2 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 (Code 1 B Any Auto), with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

20.3 Workers Compensation. insurance as required under the California Labor Code.

20.4 Employers Liability. with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer 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 ten (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, Developer shall provide a new certificate evidencing renewal of such policy not less than ten (10) 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, Developer 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, attorneys, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary, and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Director of Public Works at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the Director of Public Works, or designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to ensure that public health and safety is protected. All payments due or that become due to Developer 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. The insurance requirements set forth in this Section are material terms of this Agreement.

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

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance 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 injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute a default of this Agreement.

21. Miscellaneous.

21.1 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the rights granted to Landowner herein to the as allowed by law. Except for the limitations on the exercise by the City of its police power which are provided in this Agreement or which are construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; and (b) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

21.2 Project Approvals Independent. All approvals that may be granted pursuant to this Agreement, and all approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions and conditions.

21.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever. This proscription does not extend to any portion of the Property that may be dedicated in compliance with any conditions of approval. The Landowner shall have the right to prevent or prohibit the use of the Property, or any portion thereof, including common areas and buildings and improvements located thereon; by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement.

21.4 Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

21.5 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, Subsection and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

21.6 Other Necessary Acts. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all further instruments, documents and writings as may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

21.7 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California.

21.8 Equal Authorship. This Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

21.9 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, the City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring the City's review or approval relating to the Project or Property. Subject to extensions of time by mutual consent in writing, unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default.

21.10 Subsequent Projects. After the effective date of this Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that Landowner's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

21.11 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

21.12 Form of Agreement: Exhibits. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A-1: Property legal description
Exhibit A-2: Sohal Ranch Subdivision

All attachments to this Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

21.13 Attorneys' Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

21.14 Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City

shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

21.15 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard in the Superior Court of the State of California, County of Sutter.

21.16 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 the Developer under this Agreement.

21.17 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

21.18 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

21.19 Days. Unless otherwise specified in this Agreement, the term “days” means calendar days.

21.20 Authority. The Parties hereby represent that the person hereby signing this Agreement on behalf of each respective Party has the authority to bind the Party to the Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF YUBA CITY,
A General Law City

"Landowner"

Balbir Sohal Family 2016 Trust

By: _____

Wade Kirchner, Mayor

Date: _____

By: Balbir Sohal Family 2016 Trust

By: _____
Balbir S. Sohal, Trustee

By: _____
Narjit K. Sohal, Trustee

Attest:

City Clerk

Approved as to Form:

Shannon Chaffin, City Attorney

Attachments:

ATTACHMENT 4

Development Services



MEMO

Date: September 21, 2023
To: For Public Release
From: Development Services
Re: **Environmental Assessment 22-06, Sohal Ranch Subdivision**

Since the original release of Environmental Assessment 22-06 on September 8, 2023, it has been discovered that the *Focused Traffic Impact Analysis for Sohal Ranch Subdivision, dated July 28, 2023, prepared by MHM Engineering*, was inadvertently omitted from the Environmental Assessment. The *Focused Traffic Impact Analysis for Sohal Ranch Subdivision* has now been included as Appendix B of Environmental Assessment 22-06.



Environmental Assessment 22-06

Initial Study and Mitigated Negative Declaration for Sohal Ranch Subdivision, Tentative Subdivision Map (TSM) 22-02, which proposes to create 179 single-family residential lots

Prepared for:

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

Prepared By:

Denis Cook
Land Use Planning Consultant

and

City of Yuba City
Development Services Department
Planning Division

September 8, 2023

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CITY OF YUBA CITY

Development Services Department
Planning Division

1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

1. Introduction

1.1. Introduction

This Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to identify any potential environmental impacts in the City of Yuba City, California (City) from the proposed Sohal Ranch subdivision and the associated development agreement (collectively “Project”). The proposal includes:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch: It proposes to subdivide 41.36 acres into 179 single-family residential lots. Also, part of the subdivision will be a 2.65-acre (net) neighborhood park, which will have a double use for short periods during wet years as a stormwater detention pond, and a 0.11-acre lot for a sewer lift station. Approximately 3.31 acres will be dedicated for additional right-of-way to widen Lincoln Road and George Washington Boulevard along the Project’s frontage, as the Project will construct its half of those streets to ultimately become four lane major arterials.

The 41.36 acres is located at the southeast corner of Lincoln Road and George Washington Boulevard. There is an existing orchard and a single-family residence on the property, all of which will be removed as part of the construction of the subdivision.

Development Agreement: A development agreement is proposed with this project. This contract between the City and the developer would extend the life of the subdivision to 15 years, with an additional five-year extension if approved by the City Council. In return the subdivision developer would dedicate approximately 2.60 acres plus right-of-way to the City for a future park. The developer will also pay a \$3,206 per parcel neighborhood park fee above the standard park development impact fee.

This subdivision is considered a project under the California Environmental Quality Act (CEQA), as the City has discretionary authority over the Project. The proposed subdivision requires discretionary review by the City of Yuba City Planning Commission, as well as the City Council for consideration of a development agreement.

This IS/MND has been prepared in conformance with CEQA Guidelines Section 15070. The purpose of the IS/MND is to determine the potential significant impacts associated with the tentative subdivision map and development agreement and provide an environmental assessment for consideration by the Planning Commission. In addition, this document is intended to provide the basis for input from public agencies, organizations, and interested members of the public.

1.2. Regulatory Information

An Initial Study (IS) is an environmental assessment document prepared by a lead agency to determine if a project may have a significant effect on the environment. In accordance with the California Code of Regulations Title 14 (Chapter 3, §15000 et seq.), commonly referred to as the CEQA Guidelines - Section 15064(a)(1) states an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed project under review may have a significant effect on the

environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant. A negative declaration may be prepared instead; if the lead agency finds that there is no substantial evidence, in light of the whole record that the project may have a significant effect on the environment. A negative declaration is a written statement describing the reasons why the proposed project, not exempt from CEQA pursuant to §15300 et seq. of Article 19 of the Guidelines, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a negative declaration shall be prepared for the project subject to CEQA when either:

- A. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed project may have a significant effect on the environment, or
- B. The IS identified potentially significant effects, but:
 - a. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed negative declaration and initial study is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and
 - b. There is no substantial evidence, in light of the whole record before the agency, that the proposed project as revised may have a significant effect on the environment. If revisions are adopted by the Lead Agency into the proposed project in accordance with the CEQA Guidelines Section 15070(b), a Mitigated Negative Declaration (MND) is prepared.

Also, to be considered is that this proposal is within the boundary of the Lincoln East Specific Plan. While that specific plan was previously rescinded by the City Council, the environmental impact report (EIR) prepared for specific plan was not rescinded. It was the City Council's intent that CEQA analysis may utilize technical information and findings from the previously certified LESP EIR in helping to complete the CEQA studies for these future projects. The EIR identified various potential significant impacts that would occur as the area develops, for which the City Council adopted overriding considerations.

Even though the specific plan was rescinded this proposal is consistent with most of the land use policies of that specific plan, and as such, this environmental document relies on many of the conclusions of that EIR.

1.3. Document Format

This IS/MND contains four chapters and one technical appendix. Chapter 1, Introduction, provides an overview of the proposed Project and the CEQA environmental documentation process. Chapter 2, Project Description, provides a detailed description of proposed Project objectives and components. Chapter 3, Impact Analysis, presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible measures. If the proposed Project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the proposed Project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than

significant level. Chapter 4, List of Preparers, provides a list of key personnel involved in the preparation of the IS/MND.

1.4. Purpose of Document

The proposed subdivision will undergo a public review process by the Planning Commission that, if approved as submitted, will ultimately consist of 179 new single-family residences. The Planning Commission's review is needed to assure that the Project will be compatible with existing or expected neighboring uses and that adequate public facilities are available to serve the Project.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Res. Code, Section 21000 et seq.) and the State CEQA Guidelines (Title 14 CCR §15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of developments over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a development may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the Project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the Project is adverse or beneficial, the lead agency is required to use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze at hand. If the agency finds no substantial evidence that the Project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of the analysis, it is recognized that the Project may have a significant impact on the environment, but that with specific recommended mitigation measures incorporated into the Project, these impacts shall be reduced to less than significant, a mitigated negative declaration shall be prepared.

In reviewing all of the available information for the above referenced project, the City of Yuba City Planning Division has analyzed the potential environmental impacts created by this Project and a mitigated negative declaration has been prepared.

1.5. Intended Uses of this Document

In accordance with CEQA, a good-faith effort has been made during preparation of this IS/MND to contact affected public agencies, organizations, and persons who may have an interest in the proposed Project. In reviewing the Draft IS/MND, affected and interested parties should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment and ways in which the effects of the proposed Project would be avoided or mitigated.

The Draft IS/ND and associated appendices will be available for review on the City of Yuba City website at www.yubacity.net/environmental. The Draft IS/MND and associated appendixes also will be available for review during regular business hours at the City of Yuba City Development Services Department (1201 Civic Center Boulevard, Yuba City, California 95993). The 20-day review period will commence September 8, 2023 and will end on September 27, 2023 at the conclusion of the Planning Commission hearing.

Written comments on the Draft IS/MND should be sent to the following address:

City of Yuba City
Development Services Department
1201 Civic Center Boulevard
Yuba City, CA 95993
developmentservices@yubacity.net

Phone: (530) 822-4700

2. Project Description

2.1. Project Title

Tentative Subdivision Maps 22-02: Sohal Ranch Subdivision

2.2. Lead Agency Name and Address

City of Yuba City
Development Services Department, Planning Division
1201 Civic Center Blvd.
Yuba City, CA 95993

2.3. Contact Person and Phone Number

Doug Libby, AICP
Deputy Director of Development Services
(530) 822-3231
developmentsservices@yubacity.net

2.4. Project Location

The property is located on the southeast corner of George Washington Boulevard and Lincoln Road as shown in **Figure 1**. The property is within the city limits but borders the city limits of Yuba City on two sides, Lincoln Road along the north side and George Washington Boulevard along the west side. The neighboring properties located on the two unincorporated sides of the Project are within the Sutter LAFCo adopted Yuba City Sphere of Influence and are subject to future annexation into the City. The surrounding area is designated by the Yuba City General Plan for similar types of uses. The Assessor's Parcel Numbers are 065-010-005 and 065-010-006.

2.5. Project Applicant

Amar Sohal/Balbir Sohal Family Trust
P.O. Box 1651
Yuba City, CA 95992

2.6. Property Owner

Balbir Family Trust
P.O. Box 1651
Yuba City, Ca 95992

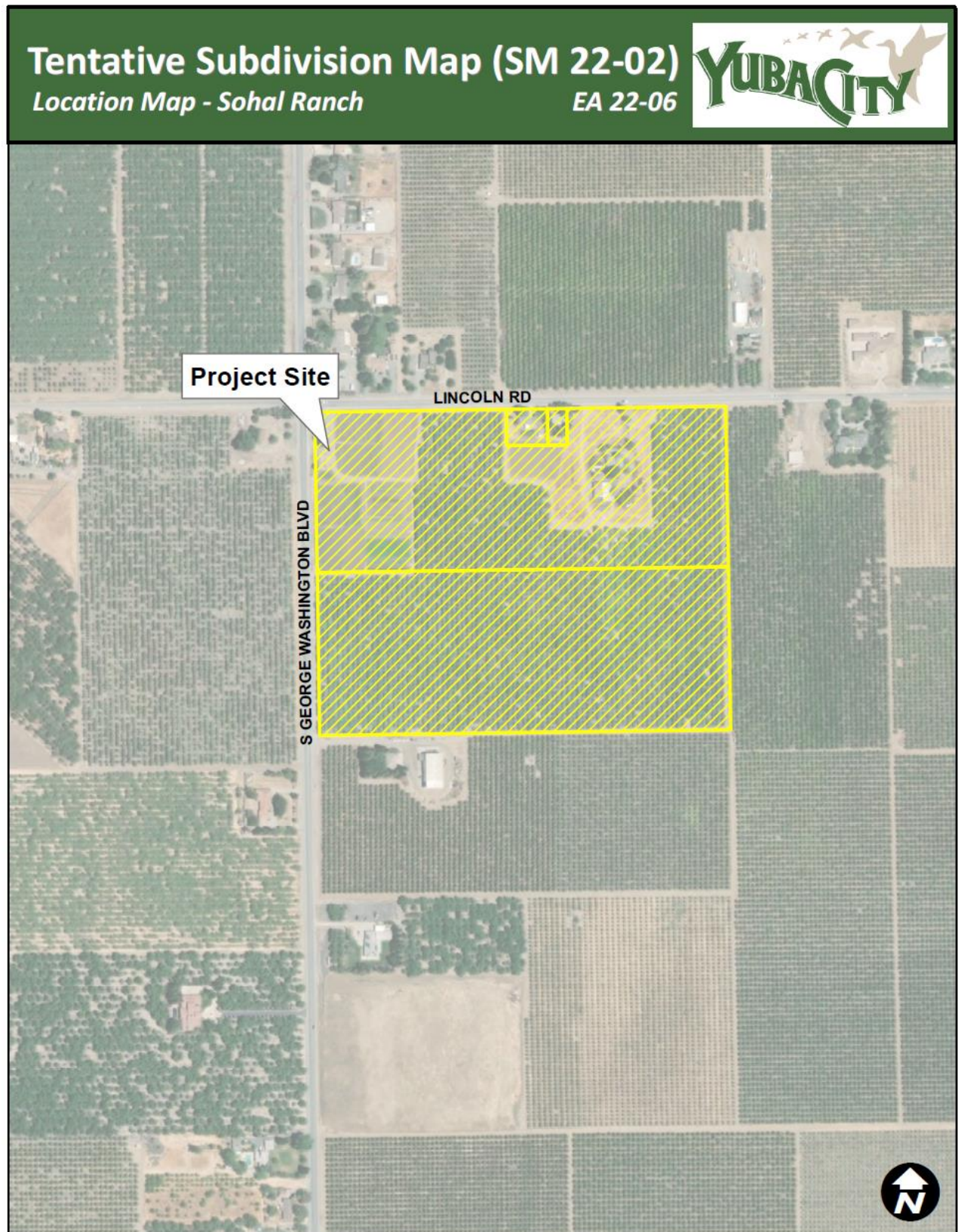
2.7. General Plan Designation

The site is designated Low Density Residential (LDR) and Parks, Recreation and Open Space. The LDR designation allows a density range between 2 and 8 dwellings per acre. As proposed, the Project will have a density of approximately 4.7 residences per acre (excluding the park). The Parks designation applies to several acres in the southeast corner of the proposed Project for which the appropriate amount of land is offered to the City for parkland purposes.

2.8. Zoning

The site is within the One-Family Residential (R-1) Zone District, making the zoning consistent with the LDR General Plan designation.

Figure 1: Location Map



2.9. Project Description

Proposed is the Sohal Ranch subdivision and the associated development agreement (collectively “Project”). The proposal includes:

Tentative Subdivision Map (TSM) 22-02, Sohal Ranch: The property owner proposes to subdivide 41.36 acres into 179 single-family residential lots. Also, part of the subdivision will be a 2.65-acre (net) neighborhood park, which will have a double use for short periods during wet years as a stormwater detention pond, and a 0.11-acre lot for a sewer lift station. Approximately 3.31 acres will be dedicated for additional right-of-way to widen Lincoln Road and George Washington Boulevard along the Project’s frontage, as the Project will construct its half of those streets to ultimately become four lane major arterials.

There is an existing orchard and a single-family residence on the property, all of which will be removed as part of the construction of the subdivision.

Development Agreement: This contract between the City and the developer would extend the life of the subdivision to 15 years, with an additional five-year extension if approved by the City Council. In return the subdivision developer would dedicate approximately 2.60 acres plus right-of-way to the City for a future park. Additionally, the developer will pay an additional \$3,206 per lot neighborhood park fee. The developer will not build the park but is responsible to fully construct all of the street frontages.

Table 1: Project Land Use Summary			
Village	Acres	Single-family residential lots	Other use
1	12.52	57	A 0.11-acre site for a sewer lift station.
2	7.77	39	
3	14.69	83	A 2.65-acre (net) park/ detention pond.
	3.31		Major Arterial right-of-way dedications
Total	41.36	179	

The proposed lots would comply with all R-1 Zone District development standards, including with respect to minimum 50-foot-wide lot widths and lot sizes (5,000 s.f. minimum, 6,000 s.f. for corner lots). Future construction of homes on each of the lots would also be subject compliance with R-1 Zone standards, including building setbacks, percent lot coverage and building heights. Building permits would be required for each new residence.

The subdivision would be accessed via an internal road network of fully improved public streets, with egress points onto Lincoln Road and George Washington Boulevard. Both Lincoln Road and George Washington Boulevard are identified in the General Plan and the rescinded Lincoln East Specific Plan as major four-lane arterials. The project will construct their portion of those roads.

There is an existing orchard and a single-family residence on the property, all of which will be removed as part of the construction of the subdivision.

The property is within the City limits of Yuba City, with unincorporated properties to the north and west. Water and sewer services would be available through the City of Yuba City. Storm drainage would be coordinated between the City of Yuba City and the Sutter County Water Agency.

2.10. Surrounding Land Uses and Setting

Setting: The Project is located on the southeast corner of Lincoln Road and George Washington Boulevard in a recently annexed area in western Yuba City. The area is planned for by the General Plan for urban growth as the City is growing in that direction.

Table 2: Bordering Land Uses	
On-site	Orchard, an area for row-crops and a single-family residence (to be removed as part of the project).
North:	Lincoln Road with single-family residences and orchards on the north side of the road.
South:	Orchard.
East:	Orchard.
West:	George Washington Boulevard with orchards across the boulevard.

2.11. Other Public Agencies Whose Approval May be Required

- Feather River Air Quality Management District, Dust Control Plan, Indirect Source Review
- Central Valley Regional Water Quality Control Board

2.12. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

All geographically relevant Native American tribes were timely notified of the Project, and consultation was not requested.

2.13. Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, as indicated by the checklist and subsequent discussion on the following pages.

	Aesthetics		Agriculture & Forestry Resources	X	Air Quality
X	Biological Resources		Cultural Resources		Energy
X	Geology/Soils	X	Greenhouse Gas Emissions		Hazard & Hazardous Materials
	Hydrology/Water Quality		Land Use Planning		Mineral Resources
X	Noise		Population/Housing		Public Services
X	Recreation	X	Transportation	X	Tribal Cultural Resources
	Utilities/Service Systems		Wildfire		Mandatory Findings of Significance

Determination: On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that, although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature

9/8/ 2023
Date

Doug Libby, AICP, Deputy Director of Development Services

2.14. Evaluation of Environmental Impacts:

A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to a project like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on Project-specific factors as well as general standards (e.g., the Project will not expose sensitive receptors to pollutants, based on a Project-specific screening analysis).

All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as Project-level, indirect as well as direct, and construction as well as operational impacts.

Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

“Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described below, may be cross referenced). A Mitigated Negative Declaration also requires preparation and adoption of a Mitigation Monitoring and Reporting Program (MMRP)

Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. In this case, a brief discussion should identify the following:

Earlier Analysis Used. Identify and state where they are available for review.

Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they addressed site-specific conditions for the project.

Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.

It is worth noting again that this Project is within the boundary of the Lincoln East Specific Plan. While that specific plan was previously rescinded by the City Council, the environmental impact report (EIR) prepared for specific plan was not rescinded. It was the City Council’s intent that CEQA analysis on future projects may utilize technical information and findings from the previously certified LESP EIR in helping to complete

the CEQA studies for these future projects. The EIR identified various potential significant impacts that would occur as the area develops, for which the City Council adopted overriding considerations.

3. Environmental Checklist and Impact Evaluation

The following section presents the initial study checklist recommended by the California Environmental Quality Act (CEQA; Appendix G) to determine potential impacts of a project. Explanations of all answers are provided following each question, as necessary.

3.1. Aesthetics

Table 3.1: Aesthetics				
Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?			X	

3.1.1. Environmental Setting/Affected Environment

Background views are generally considered to be long-range views in excess of 3 to 5 miles from a vantage point. Background views surrounding the Project site are limited due to the flat nature of the site and the surrounding urban landscape. Overall, the vast majority of Sutter County is relatively flat, with the Sutter Buttes being the exception. The Sutter Buttes located several miles northwest of the Project site and are not visibly prominent from this location. The Sutter Buttes comprise the long-range views to the northwest and are visible from the much of the City, except in areas where trees or intervening structures block views of the mountain range.

The City's General Plan, more specifically the Community Design Element "establishes policies to ensure the creation of public and private improvements that will maintain and enhance the image, livability, and aesthetics of Yuba City in the years to come."

The following principles and policies are applicable:

- Maintain the identity of Yuba City as a small-town community, commercial hub, and residential community, surrounded by agricultural land and convey, through land uses and design amenities, Yuba City's character and place in the Sacramento Valley.

- Recognizing the livability and beauty of peer communities with highly designed visual landscapes, commit to a focus on the visual landscape of Yuba City.
- Maintain, develop, and enhance connections between existing and planned neighborhoods.
- Create and build upon a structured open space and parks network, centered on two large urban parks and the Feather River Corridor.
- Strive for lush, landscaped public areas marked by extensive tree plantings.
- Design commercial and industrial centers to be visually appealing, to serve both pedestrians and automobiles, and to integrate into the adjacent urban fabric.

In addition to the City's General Plan, the City provides Design Guidelines. The goal of the City's design guidelines is to ensure the highest quality of building design: designs that are aesthetically pleasing; designs that are compatible with the surroundings in terms of scale, mass, detailing, and building patterns; designs that accommodate the pedestrian, automobile, bicycle, and transit circulation; and designs that consider public safety, public interaction, and historic resources. However, the Design Guidelines do not apply to single-family residences, as is proposed by this subdivision.

3.1.2. Federal Regulatory Setting

Federal regulations relating to aesthetics include: Organic Administration Act (1897), Multiple Use – Sustained Yield Act (1960), Wilderness Act (1964), Federal Lands Policy and Management Act (1976), Wild and Scenic Rivers Act. The proposed Project is not subject to these regulations since there are no federally designated lands or rivers in the vicinity.

3.1.3. State Regulatory Setting

The California State Scenic Highway Program was created by the California Legislature in 1963 to preserve and protect scenic highway corridors from change which would diminish the aesthetic value of lands adjacent to highways. The state laws governing the Scenic Highway Program are found in the Streets and Highways Code, Section 260 et seq. The State Scenic Highway System includes a list of highways that are either eligible for designation as scenic highways or have been so designated. These highways are identified in Section 263 of the Streets and Highways Code.

A highway may be designated scenic depending upon how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler's enjoyment of the view. When a city or county nominates an eligible scenic highway for official designation, it must identify and define the scenic corridor of the highway. A scenic corridor is the land generally adjacent to and visible from the highway. A scenic corridor is identified using a motorist's line of vision. A reasonable boundary is selected when the view extends to the distant horizon. The corridor protection program does not preclude development but seeks to encourage quality development that does not degrade the scenic value of the corridor. Jurisdictional boundaries of the nominating agency are also considered. The agency must also adopt ordinances to preserve the scenic quality of the corridor or document such regulations that already exist in various portions of local codes. These ordinances make up the scenic corridor protection program. County roads can also become part of the Scenic Highway System. To receive official designation, the county must follow the same process required for official designation of state scenic highways. There are no designated state scenic highways in the view shed of the Project site.

California Building Code Title 24 Outdoor Lighting Standards: The requirements vary according to which “Lighting Zone” the equipment is in. The Standards contain lighting power allowances for newly installed equipment and specific alterations that are dependent on which Lighting Zone the project is located in. Existing outdoor lighting systems are not required to meet these lighting power allowances. However, alterations that increase the connected load, or replace more than 50 percent of the existing luminaires, for each outdoor lighting application that is regulated by the Standards, must meet the lighting power allowances for newly installed equipment.

An important part of the Standards is to base the lighting power that is allowed on how bright the surrounding conditions are. The eyes adapt to darker surrounding conditions, and less light is needed to properly see; when the surrounding conditions get brighter, more light is needed to see. The least power is allowed in Lighting Zone 1 and increasingly more power is allowed in Lighting Zones 2, 3, and 4. By default, government designated parks, recreation areas and wildlife preserves are Lighting Zone 1; rural areas are Lighting Zone 2; and urban areas are Lighting Zone 3. Lighting Zone 4 is a special use district that may be adopted by a local government. The proposed Project is located in an urban area; thereby, it is in Lighting Zone 3.

3.1.4. Impact Assessment/Environmental Consequences:

a) Have a substantial adverse effect on a scenic vista?

This area was a part of the former Lincoln East Specific Plan (LESP) where an Environmental Impact Report (EIR) (SCH#2006082094) was adopted by the City Council. Although the plan was vacated, the environmental analysis that was completed remains. Potential aesthetic impacts were analyzed in the LESP EIR and this proposed project site was a part of that former plan’s boundary. The proposed project has the same land use as that adopted by that former LESP. It was determined regarding build-out of the LESP, that there were no feasible mitigation measures available to ensure the project would not substantially change the existing visual character of the area and the impact was significant and unavoidable and the City adopted Findings of Overriding Consideration for potential aesthetic impacts.

There are no designated scenic vistas within the vicinity of the proposed project. Approval of the subdivision will lead to single-family residential buildings being constructed on the property. The aesthetics associated with new development that may result from this subdivision are expected to be complementary to surrounding uses as new development must be consistent with the general design goals, policies and objectives of the City regarding aesthetics.

The Sutter Buttes are more distant and, to some extent, can be seen over existing development. When these new lots are built upon, the height of the new buildings will be limited by the site’s R-1 zoning (to a maximum of 35 feet in height and 2 stories), similar to the existing residential development in the area, so the impact on views of the Sutter Buttes is considered to be less than significant.

City design objectives are intended to achieve a cohesive design that would complement existing development both adjacent to the project boundaries, as well as within the project area itself. These design objectives will be applied as building plans for new residences are submitted; this may include master building plans for each Village area that include multiple architectural styles and building materials. Potential impacts associated with this are anticipated to be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The site is unremarkable in that it is flat with no topographic features, rock outcroppings, large heritage type trees. Therefore, this project's impact is less than significant.

c) In non-urbanized areas, substantially degrade the existing visual character of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

This area was a part of the former LESP where an EIR (SCH#2006082094) was adopted by the City Council. Although the plan was vacated, the environmental analysis that was completed remains. Potential aesthetic impacts were analyzed in the LESP EIR and that included this proposed project site. It was determined that development of the former LESP would alter the visual character of the site by developing a variety of residential, commercial, public, quasi-public, and park uses on formerly agricultural land. This would substantially change the existing visual character or quality of the site and its surroundings. The proposed project has the same land use as that adopted by the former LESP. It was determined regarding build-out of the LESP, that there were no mitigation measures available that could ensure the project would not substantially change the existing visual character of the area and the impact was significant and unavoidable and the City adopted Findings of Overriding Consideration for potential aesthetic impacts.

The publicly visible vantage points of the Project are from Lincoln Avenue and George Washington Boulevard. The Project is nearly surrounded by orchards. Placing a residential subdivision in that area will impact the local aesthetics as the immediate views are of farmland and ranchette homes. However, the property has been planned for and designated by the City for urban uses, as provided in the LESP, and for which overriding considerations were made in the certification of the Lincoln East Specific Plan EIR regarding impacts on public views. As the Project would meet the LESP standards, any further impacts on a scenic vista not previously considered will be less than significant.

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

The City requires new streets to have streetlights, thereby bringing new lighting within this Project. However, street lighting does not extend much beyond the immediate vicinity and also street lighting is not typically considered a significant impact unless there are nearby special circumstances, which there is not. Further, the City requires that the lighting be shielded to screen its view from a distance. Lighting in new homes typically does not extend much beyond the property lines. Therefore, since there are no unique circumstances, the impacts from new street and home lighting should be less than significant.

3.2. Agricultural and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model prepared (1997) by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Table 3.2: Agricultural and Forestry Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

3.2.1. Environmental Setting/Affected Environment

Sutter County is located within the northern portion of California's Central Valley in the area known as the Sacramento Valley. It contains some of the richest soils in the State. These soils, combined with abundant surface and subsurface water supplies and a long, warm growing season, make Sutter County's agricultural resources very productive. Sutter County is one of California's leading agricultural counties, with 83 percent of the County's total land acreage currently being used for agricultural purposes. However, while Sutter County provides rich agricultural opportunities, the subject site is within the Yuba City urban area and has been designated for urban uses for many years.

3.2.2. Federal Regulatory Setting

Farmland Protection Policy Act: The Natural Resources Conservation Service (NRCS), a federal agency within the U.S. Department of Agriculture (USDA), is the agency primarily responsible for implementation of the Farmland Protection Policy Act (FPPA). The FPPA was enacted after the 1981 Congressional report, Compact Cities: Energy-Saving Strategies for the Eighties indicated that a great deal of urban sprawl was

the result of programs funded by the federal government. The purpose of the FPPA is to minimize federal programs' contribution to the conversion of farmland to non-agricultural uses by ensuring that federal programs are administered in a manner that is compatible with state, local, and private programs designed to protect farmland. Federal agencies are required to develop and review their policies and procure to implement the FPPA every two years (USDA-NRCS, 2011).

2014 Farm Bill: The Agricultural Act of 2014 (the Act), also known as the 2014 Farm Bill, was signed by President Obama on Feb. 7, 2014. The Act repeals certain programs, continues some programs with modifications, and authorizes several new programs administered by the Farm Service Agency (FSA). Most of these programs are authorized and funded through 2018.

The Farm Bill builds on historic economic gains in rural America over the past five years, while achieving meaningful reform and billions of dollars in savings for the taxpayer. It allows USDA to continue record accomplishments on behalf of the American people, while providing new opportunity and creating jobs across rural America. Additionally, it enables the USDA to further expand markets for agricultural products at home and abroad, strengthen conservation efforts, create new opportunities for local and regional food systems and grow the bio-based economy. It provides a dependable safety net for America's farmers, ranchers and growers and maintains important agricultural research, and ensure access to safe and nutritious food for all Americans.

Forestry Resources: Federal regulations regarding forestry resources are not relevant to the proposed Project because no forestry resources exist on the project site or in the vicinity.

3.2.3. State Regulatory Setting

California Environmental Quality Act (CEQA) Definition of Agricultural Lands: Public Resources Code Section 21060.1 defines "agricultural land" for the purposes of assessing environmental impacts using the Farmland Mapping & Monitoring Program (FMMP). The FMMP was established in 1982 to assess the location, quality, and quantity of agricultural lands and the conversion of these lands. The FMMP provides analysis of agricultural land use and land use changes throughout California.

California Department of Conservation, Division of Land Resource Protection: The California Department of Conservation (DOC) applies the NRCS soil classifications to identify agricultural lands, and these agricultural designations are used in planning for the present and future of California's agricultural land resources. Pursuant to the DOC's FMMP, these designated agricultural lands are included in the Important Farmland Maps (IFM) used in planning for the present and future of California's agricultural land resources. The FMMP was established in 1982 to assess the location, quality, and quantity of agricultural lands and the conversion of these lands. The FMMP provides analysis of agricultural land use and land use changes throughout California. The DOC has a minimum mapping unit of 10 acres, with parcels that are smaller than 10 acres being absorbed into the surrounding classifications.

The list below provides a comprehensive description of all the categories mapped by the DOC. Collectively, lands classified as Prime Farmland, Farmland of Statewide Importance, and Unique Farmland is referred to as Farmland.

- **Prime Farmland.** Farmland that has the best combination of physical and chemical features able to sustain long-term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- **Farmland of Statewide Importance.** Farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been

used for irrigated agricultural production at some time during the four years prior to the mapping date.

- *Unique Farmland.* Farmland of lesser quality soils used for the production of the State's leading agricultural crops. This land is usually irrigated but may include non-irrigated orchards or vineyards as found in some climatic zones in California. Land must have been cropped at some time during the four years prior to the mapping date.
- *Farmland of Local Importance.* Land of importance to the local agricultural economy as determined by each county's board of supervisors and a local advisory committee.
- *Grazing Land.* Land on which the existing vegetation is suited to the grazing of livestock. This category was developed in cooperation with the California Cattlemen's Association, University of California Cooperative Extension, and other groups interested in the extent of grazing activities. The minimum mapping unit for Grazing Land is 40 acres.
- *Urban and Built-up Land.* Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, institutional, public administrative purposes, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.
- *Other Land.* Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines and borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land.

California Land Conservation Act (Williamson Act): The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, is promulgated in California Government Code Section 51200-51297.4, and therefore is applicable only to specific land parcels within the State of California. The Williamson Act enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space uses in return for reduced property tax assessments. Private land within locally designated agricultural preserve areas is eligible for enrollment under Williamson Act contracts. However, an agricultural preserve must consist of no less than 100 acres. In order to meet this requirement two or more parcels may be combined if they are contiguous, or if they are in common ownership.

The Williamson Act program is administered by the Department of Conservation (DOC), in conjunction with local governments, which administer the individual contract arrangements with landowners. The landowner commits the parcel to a 10-year period, or a 20-year period for property restricted by a Farmland Security Zone Contract, wherein no conversion out of agricultural use is permitted. Each year the contract automatically renews unless a notice of non-renewal or cancellation is filed. In return, the land is taxed at a rate based on the actual use of the land for agricultural purposes, as opposed to its unrestricted market value. An application for immediate cancellation can also be requested by the landowner, provided that the proposed immediate cancellation application is consistent with the cancellation criteria stated in the California Land Conservation Act and those adopted by the affected county or city. Non-renewal or immediate cancellation does not change the zoning of the property. Participation in the Williamson Act program is dependent on county adoption and implementation of the program and is voluntary for landowners.

Farmland Security Zone Act: The Farmland Security Zone Act is similar to the Williamson Act and was passed by the California State Legislature in 1999 to ensure that long-term farmland preservation is part of public policy. Farmland Security Zone Act contracts are sometimes referred to as “Super Williamson Act Contracts.” Under the provisions of this act, a landowner already under a Williamson Act contract can apply for Farmland Security Zone status by entering into a contract with the county. Farmland Security Zone classification automatically renews each year for an additional 20 years. In return for a further 35% reduction in the taxable value of land and growing improvements (in addition to Williamson Act tax benefits), the owner of the property promises not to develop the property into nonagricultural uses.

Forestry Resources: State regulations regarding forestry resources are not relevant to the proposed Project because no forestry resources exist on the Project site or in the vicinity.

3.2.4. Impact Assessment/Environmental Consequences:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

This area was a part of the former LESP where an EIR (SCH#2006082094) was adopted and certified by the Yuba City Council. Although the plan was vacated, the completed environmental analysis remains. The LESP area was identified as containing Farmland of Statewide Importance, an Important Farmland type as well as other lesser quality designated soils. The loss of agricultural land associated with the LESP was determined in the EIR to be a significant and unavoidable impact and Findings of Overriding Consideration were adopted as part of that project’s approval.

Additionally, the City evaluated the loss of farmland within the City’s sphere of influence (SOI) or Urban Growth Boundary (UGB) as part of the 2004 General Plan process and have included policies designed to reduce the impact of converting agricultural lands to non-agricultural uses. As part of adopting the 2004 General Plan update, the City also adopted an Environmental Impact Report that also made Findings of Overriding Consideration for the loss of agricultural land within the SOI. The proposed project site was recently annexed to the City and had previously been a part of the City’s long established SOI.

The 41.36-acre site is located on land that the 2018 Department of Conservation Important Farmland Map for Sutter County identifies as “Unique Farmland.” However, the site is within the boundaries of the Yuba City urban area and is within the City limits. The City and Sutter County General Plans identify this area for urban development, as compared to the vast majority of Sutter County for which agricultural land is protected from urban growth (this was identified in the EIR’s for both the Yuba City and Sutter County General Plans). The property has been planned for and designated by the City for urban uses, as provided in the General Plan. The EIR for the City General Plan as well as the EIR for the Lincoln East Specific Plan considered the impacts on agricultural land to be significant and unavoidable but made overriding considerations for the significant impacts on. This subdivision will not create any additional significant impacts over what has already been identified regarding the loss of agricultural land. Therefore, the impact on agriculture land above what was anticipated in the General Plan EIR and the Lincoln East Specific Plan EIR will be less than significant.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

The property is not under a Williamson Act contract and the Project is consistent with existing zoning for non-agricultural uses. As such there are no impacts from inconsistent zoning or effects on a Williamson Act property.

c) Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4256), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

The proposed Project is consistent with the existing R-1 zoning. The Project is located in the Sacramento Valley in a relatively flat area that is being utilized for agriculture but designated years ago for urban use. There are no forests or timberlands located on the Project site or within the vicinity of the Project. There will be no impact on existing zoning of forestland and the proposed Project will not cause the rezoning of any forestlands.

d) Result in the loss of forestland or conversion of forest land to non-forest use?

There is no forested land on the Project site or within the vicinity of the Project; therefore, there will be no impact on forest land.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

While the underlying soils have agriculture qualities, the area has been planned for and designated by the City for urban development as part of the 2004 City General Plan and the former LESP. Both of those plans analyzed impacts related to the conversion of farmland to non-agricultural uses and each plan was approved by the City Council where EIRs were certified and Findings of Overriding Consideration were made for the loss and conversion of agricultural land. There are no nearby agricultural uses that are anticipated to be adversely impacted by this project. There are no forestlands on the project site or in the vicinity. No properties within the area are within the Williamson Act. For these reasons, the proposed project is anticipated to result in a less than significant impact.

3.3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Table 3.3: Air Quality				
Would the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?		X		
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X	

3.3.1. Environmental Setting/Affected Environment

Yuba City is located within the Sacramento Valley Air Basin (SVAB), which consists of the northern half of the Central Valley and approximates the drainage basin for the Sacramento River and its tributaries. The SVAB is bounded on the west by the Coast Range, on the north by the Cascade Range, on the east by the Sierra Nevada, and on the south by the San Joaquin Valley Air Basin. The intervening terrain is flat, and approximately 70 feet above sea level. The SVAB consists of the counties of Butte, Colusa, Glenn, Sacramento, Shasta, Sutter, Tehama, Yolo, and Yuba and portions of Placer and Solano Counties.

Hot dry summers and mild rainy winters characterize the Mediterranean climate of the Sacramento Valley. The climate of the SVAB is dominated by the strength and position of the semi-permanent high-pressure cell over the Pacific Ocean north of Hawaii. In summer, when the high-pressure cell is strongest and farthest north, temperatures are high and humidity is low, although the incursion of the sea breeze into the Central Valley helps moderate the summer heat. In winter, when the high-pressure cell is weakest and farthest south, conditions are characterized by occasional rainstorms interspersed with stagnant and sometimes foggy weather. Throughout the year, daily temperatures may range from summer highs often exceeding 100 degrees Fahrenheit and winter lows occasionally below freezing. Average annual rainfall is about 20 inches with snowfall being very rare. The prevailing winds are moderate in strength and vary from moist clean breezes from the south to dry land flows from the north.

In addition to prevailing wind patterns that control the rate of dispersion of local pollutant emissions, the region experiences two types of inversions that affect the vertical depth of the atmosphere through which pollutants can be mixed. In the warmer months in the SVAB (May through October), sinking air forms a "lid" over the region. These subsidence inversions contribute to summer photochemical smog problems by confining pollution to a shallow layer near the ground. These warmer months are characterized by stagnant morning air or light winds with the delta sea breeze arriving in the afternoon out of the

southwest. Usually, the evening breeze transports the airborne pollutants to the north and out of the SVAB. During about half of the day from July to September, however, a phenomenon called the “Schultz Eddy” prevents this from occurring. Instead of allowing the prevailing wind patterns to move north carrying the pollutants out of the valley, the Schultz Eddy causes the wind pattern to circle back south. This phenomenon exacerbates the pollution levels in the area and increases the likelihood of violating federal or State standards. The Schultz Eddy normally dissipates around noon when the Delta sea breeze begins. In the second type of inversion, the mountains surrounding the SVAB create a barrier to airflow, which can trap air pollutants in the valley. The highest frequency of air stagnation occurs in the autumn and early winter when large high-pressure cells lie over the valley. The air near the ground cools by radiative processes, while the air aloft remains warm. The lack of surface wind during these periods and the reduced vertical flow caused by less surface heating reduces the influx of outside air and allows air pollutants to become concentrated in a stable volume of air. These inversions typically occur during winter nights and can cause localized air pollution “hot spots” near emission sources because of poor dispersion. The surface concentrations of pollutants are highest when these conditions are combined with smoke from agricultural burning or when temperature inversions trap cool air and pollutants near the ground. Although these subsidence and radiative inversions are present throughout much of the year, they are much less dominant during spring and fall, and the air quality during these seasons is generally good.”

Local Climate: The climate of Sutter County is subject to hot dry summers and mild rainy winters, which characterize the Mediterranean climate of the SVAB. Summer temperatures average approximately 90 degrees Fahrenheit during the day and 50 degrees Fahrenheit at night. Winter daytime temperatures average in the low 50s and nighttime temperatures are mainly in the upper 30s. During summer, prevailing winds are from the south. This is primarily because of the north-south orientation of the valley and the location of the Carquinez Straits, a sea-level gap in the coast range that is southwest of Sutter County.

Criteria Air Pollutants: Criteria air pollutants are a group of pollutants for which federal or State regulatory agencies have adopted ambient air quality standards. Criteria air pollutants are classified in each air basin, county, or in some cases, within a specific urbanized area. The classification is determined by comparing actual monitoring data with State and federal standards. If a pollutant concentration is lower than the standard, the area is classified as “attainment” for that pollutant. If an area exceeds the standard, the area is classified as “non-attainment” for that pollutant. If there is not enough data available to determine whether the standard is exceeded in an area, the area is designated “unclassified.”

Ambient Air Quality Standards: Both the federal and State government have established ambient air quality standards for outdoor concentrations of various pollutants in order to protect public health. The federal and State ambient air quality standards have been set at levels whose concentrations could be generally harmful to human health and welfare and to protect the most sensitive persons from experiencing health impacts with a margin of safety. Applicable ambient air quality standards are identified later in this section. The air pollutants for which federal and State standards have been promulgated and which are most relevant to air quality planning and regulation in the air basins include ozone, carbon monoxide, nitrogen oxides, suspended particulate matter, sulfur dioxide, and lead. In addition, toxic air contaminants are of concern in Sutter County. Each of these pollutants is briefly described below.

Ozone (O₃): is a gas that is formed when reactive organic gases (ROGs) and nitrogen oxides (NO_x), both byproducts of internal combustion engine exhaust and other processes undergo slow photochemical reactions in the presence of sunlight. Ozone concentrations are generally highest during the summer

months when direct sunlight, light wind, and warm temperature conditions are favorable to the formation of this pollutant.

Carbon Monoxide (CO): is a colorless, odorless gas produced by the incomplete combustion of fuels. CO concentrations tend to be the highest during the winter morning, with little to no wind, when surface-based inversions trap the pollutant at ground levels. Because CO is emitted directly from internal combustion engines, unlike ozone, motor vehicles operating at slow speeds are the primary source of CO in the SVAB. The highest ambient CO concentrations are generally found near congested transportation corridors and intersections.

Nitrogen Oxides (NOX): is the generic term for a group of highly reactive gases, all of which contain nitrogen and oxygen in varying amounts. Many of the nitrogen oxides are colorless and odorless. However, one common pollutant, nitrogen dioxide (NO₂) along with particles in the air can often be seen as a reddish-brown layer over many urban areas. Nitrogen oxides form when fuel is burned at high temperatures, as in a combustion process. The primary manmade sources of NOX are motor vehicles, electric utilities, and other industrial, commercial, and residential sources that burn fuels.

Nitrogen oxides can also be formed naturally.

Respirable Particulate Matter (PM₁₀) and Fine Particulate Matter (PM_{2.5}): consist of extremely small, suspended particles or droplets 10 microns and 2.5 microns or smaller in diameter. Some sources of suspended particulate matter, like pollen and windstorms, occur naturally. However, in populated areas, most fine suspended particulate matter is caused by road dust, diesel soot, and combustion products, abrasion of tires and brakes, and construction activities.

Sulfur Dioxide (SO₂): is a colorless, extremely irritating gas or liquid. It enters the atmosphere as a pollutant mainly as a result of the burning of high sulfur-content fuel oils and coal, and from chemical processes occurring at chemical plants and refineries.

Lead: occurs in the atmosphere as particulate matter. The combustion of leaded gasoline is the primary source of airborne lead. Since the use of leaded gasoline is no longer permitted for on-road motor vehicles, lead is not a pollutant of concern in the SVAB.

Toxic Air Contaminants (TACs): are known to be highly hazardous to health, even in small quantities. TACs are airborne substances capable of causing short-term (acute) and/or long-term (chronic or carcinogenic) adverse human health effects (i.e., injury or illness). TACs can be emitted from a variety of common sources, including gasoline stations, automobiles, dry cleaners, industrial operations, and painting operations.

TAC impacts are assessed using a maximum individual cancer risk (MICR) that estimates the probability of a potential maximally exposed individual (MEI) contracting cancer as a result of sustained exposure to toxic air contaminants over a constant period of 24 hours per day for 70 years for residential receptor locations. The CARB and local air districts have determined that any stationary source posing an incremental cancer risk to the general population (above background risk levels) equal to or greater than 10 people out of 1 million to be excessive. For stationary sources, if the incremental risk of exposure to project-related TAC emissions meets or exceeds the threshold of 10 excess cancer cases per 1 million people, the CARB and local air district require the installation of best available control technology (BACT) or maximum available control technology (MACT) to reduce the risk threshold. To assess risk from ambient air concentrations, the CARB has conducted studies to determine the total cancer inhalation risk to individuals due to outdoor toxic pollutant levels. The CARB has conducted studies to determine the total cancer inhalation risk to individuals due to outdoor toxic pollutant levels. According to the map prepared by the CARB showing the estimated inhalation cancer risk for TACs in the State of California,

Sutter County has an existing estimated risk that is between 50 and 500 cancer cases per 1 million people. A significant portion of Sutter County is within the 100 to 250 cancer cases per 1 million people range. There is a higher risk around Yuba City where the cancer risk is as high as 500 cases per 1 million people. There are only very small portions of the County where the cancer risk is between 50 and 100 cases. This represents the lifetime risk that between 50 and 500 people in 1 million may contract cancer from inhalation of toxic compounds at current ambient concentrations under an MEI scenario.

3.3.2. Federal Regulatory Setting

Clean Air Act: The federal Clean Air Act of 1970 (as amended in 1990) required the U.S. Environmental Protection Agency (EPA) to develop standards for pollutants considered harmful to public health or the environment. Two types of National Ambient Air Quality Standards (NAAQS) were established. Primary standards protect public health, while secondary standards protect public welfare, by including protection against decreased visibility, and damage to animals, crops, landscaping and vegetation, or buildings. NAAQS have been established for six “criteria” pollutants: carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), ozone (O₃), particulate matter (PM₁₀ and PM_{2.5}), and lead (Pb).

3.3.3. State Regulatory Setting

California Air Resources Board: The California Air Resources Board (CARB) is the state agency responsible for implementing the federal and state Clean Air Acts. CARB has established California Ambient Air Quality Standards (CAAQS), which include all criteria pollutants established by the NAAQS, but with additional regulations for Visibility Reducing Particles, sulfates, hydrogen sulfide (H₂S), and vinyl chloride. The proposed Project is located within the Sacramento Valley Air Basin, which includes Butte, Colusa, Glenn, Tehama, Shasta, Yolo, Sacramento, Yuba Sutter and portions of Placer, El Dorado and Solano counties. Air basins are classified as attainment, nonattainment, or unclassified. The FRAQMD is comprised Sutter and Yuba Counties. Attainment is achieved when monitored ambient air quality data is in compliance with the standards for a specified pollutant. Non-compliance with an established standard will result in a nonattainment designation and an unclassified designation indicates insufficient data is available to determine compliance for that pollutant.

California Clean Air Act: The CCAA requires that all air districts in the state endeavor to achieve and maintain CAAQS for Ozone, CO, SO₂, and NO₂ by the earliest practical date. The CCAA specifies that districts focus particular attention on reducing the emissions from transportation and area-wide emission sources, and the act provides districts with authority to regulate indirect sources. Each district plan is required to either (1) achieve a five percent annual reduction, averaged over consecutive 3-year periods, in district-wide emissions of each non-attainment pollutant or its precursors, or (2) to provide for implementation of all feasible measures to reduce emissions. Any planning effort for air quality attainment would thus need to consider both state and federal planning requirements.

CARB Portable Equipment Registration Program: This program was designed to allow owners and operators of portable engines and other common construction or farming equipment to register their equipment under a statewide program so they may operate it statewide without the need to obtain a permit from the local air district.

U.S. EPA/CARB Off-Road Mobile Sources Emission Reduction Program: The California Clean Air Act (CCAA) requires CARB to achieve a maximum degree of emissions reductions from off-road mobile sources to attain State Ambient Air Quality Standards (SAAQS); off-road mobile sources include most construction equipment. Tier 1 standards for large compression-ignition engines used in off-road mobile sources went

into effect in California in 1996. These standards, along with ongoing rulemaking, address emissions of nitrogen oxides (NOX) and toxic particulate matter from diesel engines. CARB is currently developing a control measure to reduce diesel PM and NOX emissions from existing off-road diesel equipment throughout the state.

California Global Warming Solutions Act: Established in 2006, Assembly Bill 32 (AB 32) requires that California's GHG emissions be reduced to 1990 levels by the year 2020. This will be implemented through a statewide cap on GHG emissions, which will be phased in beginning in 2012. AB 32 requires CARB to develop regulations and a mandatory reporting system to monitor global warming emissions level.

3.3.4. Regional Regulatory Setting

Feather River Air Quality Management District (FRAQMD): The FRAQMD is a bi-county district formed in 1991 to administer local, state, and federal air quality management programs for Yuba and Sutter Counties within the Sacramento Valley Air Basin. The goal of the FRAQMD is to improve air quality in the region through monitoring, evaluation, education and implementing control measures to reduce emissions from stationary sources, permitting and inspection of pollution sources, enforcement of air quality regulations and by supporting and implementing measures to reduce emissions from motor vehicles.

The FRAQMD adopted its Indirect Source Review guidelines document for assessment and mitigation of air quality impacts under CEQA in 1998. The guide contains criteria and thresholds for determining whether a project may have a significant adverse impact on air quality, and methods available to mitigate impacts on air quality. FRAQMD updated its Indirect Source Review Guidelines to reflect the most recent methods recommended to evaluate air quality impacts and mitigation measures for land use development projects in June 2010. This analysis uses guidance and thresholds of significance from the 2010 FRAQMD Indirect Source Review Guidelines to evaluate the proposed project's air quality impacts.

According to FRAQMD's 2010 Indirect Source Review Guidelines, a project would be considered to have a significant impact on air quality if it would:

- Generate daily construction or operational emissions that would exceed 25 pounds per day for reactive organic gases (ROG), 25 pounds per day for oxides of nitrogen (NOX), or 80 pounds per day for PM10; or generate annual construction or operational emissions of ROG or NOX that exceed 4.5 tons per year.

Northern Sacramento Valley Planning Area 2015 Air Quality Attainment Plan: As specified in the California Clean Air Act of 1988 (CCAA), Chapters 1568-1588, it is the responsibility of each air district in California to attain and maintain the state's ambient air quality standards. The CCAA requires that an Attainment Plan be developed by all nonattainment districts for O3, CO, SOx, and NOx that are either receptors or contributors of transported air pollutants. The purpose of the Northern Sacramento Valley Planning Area 2015 Triennial Air Quality Attainment Plan (TAQAP) is to comply with the requirements of the CCAA as implemented through the California Health and Safety Code. Districts in the NSVPA are required to update the Plan every three years. The TAQAP is formatted to reflect the 1990 baseline emissions year with a planning horizon of 2020. The Health and Safety Code, sections 40910 and 40913, require the Districts to achieve state standards by the earliest practicable date to protect the public health, particularly that of children, the elderly, and people with respiratory illness.

Health and Safety Code Section 41503(b): Requires that control measures for the same emission sources are uniform throughout the planning area to the extent that is feasible. To meet this requirement, the NSVPA has coordinated the development of an Attainment Plan and has set up a specific rule adoption

protocol. The protocol was established by the Technical Advisory Committee of the Sacramento Valley Basin-wide Air Pollution Control Council and the Sacramento Valley Air Quality Engineering and Enforcement Professionals, which allow the Districts in the Basin to act and work as a united group with the CARB as well as with industry in the rule adoption process. Section 40912 of the Health and Safety Code states that each District responsible for, or affected by, air pollutant transport shall provide for attainment and maintenance of the state and federal standards in both upwind and downwind Districts. This section also states that each downwind District's Plan shall contain sufficient measures to reduce emissions originating in each District to below levels which violate state ambient air quality standards, assuming the absence of transport contribution

Construction Generated Emissions of Criteria Air Pollutants: The District recommends the following best management practices:

- Implement the Fugitive Dust Control Plan.
- Construction equipment exhaust emissions shall not exceed FRAQMD Regulation III, Rule 3.0,
- Visible Emissions limitations (40 percent opacity or Ringelmann 2.0).
- The contractor shall be responsible to ensure that all construction equipment is properly tuned and maintained prior to and for the duration of onsite operation.
- Limiting idling time to 5 minutes – saves fuel and reduces emissions.
- Utilize existing power sources or clean fuel generators rather than temporary power generators.
- Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.
- Portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, may require California Air Resources Board (ARB) Portable Equipment Registration with the State or a local district permit. The owner/operator shall be responsible for arranging appropriate consultations with the ARB or the District to determine registration and permitting requirements prior to equipment operation at the site.

3.3.5. Impact Assessment/Environmental Consequences:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Grading the site will briefly create equipment exhaust and fugitive dust. Ongoing air quality impacts will be from exhaust generated by vehicle traffic from the new residences. The new interior roadways will also be paved which will create some air pollutants. Standards set by FRAQMD, CARB, and Federal agencies relating to the proposed Project will apply. Prior to the initiation of construction, a Fugitive Dust Control Plan will be submitted to FRAQMD as a part of standard measures required by the District. An Indirect Source Review (ISR) application will be filed with the Air District to address emissions from construction.

Since the developer must prepare an air quality analysis and incorporate all of the resulting conditions into the Project and that a fugitive dust control plan be submitted prior to beginning work on the subdivision, any potential significant environmental impacts should be reduced to less than significant.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

The Project would result in limited generation of criteria pollutants during Project construction and from vehicle traffic generated by the new residents following the construction of the residences. However, the proposed subdivision did not trigger comments from FRAQMD that air quality standards would be exceeded by this Project to the extent of being cumulatively significant. Therefore, the cumulative impacts are considered to be less than significant.

c) Expose sensitive receptors to substantial pollutant concentrations?

The FRAQMD defines sensitive receptors as: facilities that house or attract children, the elderly, and people with illnesses, or others who are especially sensitive to the effects of air pollutants. FRAQMD states that if a project is located within 1,000 feet of a sensitive receptor location, the impact of diesel particulate matter shall be evaluated. According to the FRAQMD's Indirect Source Review Guidelines, "Construction activity can result in emissions of particulate matter from the diesel exhaust (diesel PM) of construction equipment.

There are no sensitive receptors within 1,000 feet of the Project. However, the Best Management Practices (BMPs) that will be used to reduce the impact from off-road diesel have been included as a mitigation measure. With this mitigation the impacts from will be less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Construction of the residential subdivision and the ongoing single-family residential uses typically do not generate objectionable odors. As such, the impact of the Project creating local offensive odors would be less than significant.

3.3.6 Air Quality Mitigation Measure

Air Quality Mitigation Measure 1: The development shall use the following Best Management Practices (BMPs) to reduce the impact from off-road diesel equipment include:

- Install diesel particulate filters or implement other ARB-verifies diesel emission control strategies on all construction equipment to further reduce diesel PM emissions beyond the 45% reduction required by the Districts Best Available Mitigation Measure for Construction Phase;
- Use equipment during times when receptors are not present (e.g., when school is not in session or during non-school hours; or when office buildings are unoccupied);
- Establish staging areas for the construction equipment that are as distant as possible from off-site receptors;
- Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible;
- Use haul trucks with on-road engines instead of off-road engines even for on-site hauling;

- Equip nearby buildings with High Efficiency Particle Arresting (HEPA) filter systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter the buildings; and/or,
- Temporarily relocate receptors during construction.

3.4. Biological Resources

Table 3.4: Biological Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

3.4.1. Environmental Setting/Affected Environment

The 41.36-acre level property is within the City of Yuba City. The site has been in agricultural use with no native habitat remaining. There are no known on-site or nearby riparian or critical habitat areas.

3.4.2. Federal & State Regulatory Setting

Threatened and Endangered Species: State and federal “endangered species” legislation has provided California Department of Fish & Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) with a mechanism for conserving and protecting plant and animal species of limited distribution and/or low or declining populations. Species listed as threatened or endangered under provisions of the state and federal endangered species acts, candidate species for such listing, state species of special concern, and some plants listed as endangered by the California Native Plant Society are collectively referred to as “species of special status.” Permits may be required from both the CDFW and USFWS if activities

associated with a proposed project will result in the “take” of a listed species. “Take” is defined by the state of California as “to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture or kill” (California Fish and Game Code, Section 86). “Take” is more broadly defined by the federal Endangered Species Act to include “harm” (16 USC, Section 1532(19), 50 CFR, Section 17.3). Furthermore, the CDFW and the USFWS are responding agencies under CEQA. Both agencies review CEQA documents in order to determine the adequacy of their treatment of endangered species issues and to make project-specific recommendations for their conservation.

Migratory Birds: State and federal laws also protect most birds. The Federal Migratory Bird Treaty Act (16U.S.C., sec. 703, Supp. I, 1989) prohibits killing, possessing, or trading in migratory birds, except in accordance with regulations prescribed by the Secretary of the Interior. This act encompasses whole birds, parts of birds, and bird nests and eggs.

Birds of Prey: Birds of prey are also protected in California under provisions of the California Fish and Game Code, Section 3503.5, which states that it is “unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto.” Construction disturbance during the breeding season could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment. Disturbance that causes nest abandonment and/or loss of reproductive effort is considered “taking” by the CDFW.

Wetlands and Other Jurisdictional Waters: Natural drainage channels and adjacent wetlands may be considered “Waters of the United States” subject to the jurisdiction of the USACE. The extent of jurisdiction has been defined in the Code of Federal Regulations but has also been subject to interpretation of the federal courts.

Waters of the U.S. generally include:

- All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters, which are subject to the ebb and flow of the tide.
- All interstate waters including interstate wetlands.
- All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation, or destruction of which could affect interstate or foreign commerce.
- All impoundments of waters otherwise defined as waters of the United States under the definition.
- Tributaries of waters identified in the bulleted items above.

As determined by the United States Supreme Court in its 2001 Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers (SWANCC) decision, channels and wetlands isolated from other jurisdictional waters cannot be considered jurisdictional on the basis of their use, hypothetical or observed, by migratory birds. Similarly, in its 2006 consolidated Carabell/Rapanos decision, the U.S. Supreme Court ruled that a significant nexus between a wetland and other navigable waters must exist for the wetland itself to be considered a navigable, and therefore, jurisdictional water.

The USACE regulates the filling or grading of Waters of the U.S. under the authority of Section 404 of the Clean Water Act. The extent of jurisdiction within drainage channels is defined by “ordinary high-water marks” on opposing channel banks. All activities that involve the discharge of dredge or fill material into Waters of the U.S. are subject to the permit requirements of the USACE. Such permits are typically issued

on the condition that the applicant agrees to provide mitigation that result in no net loss of wetland functions or values. No permit can be issued until the Regional Water Quality Control Board (RWQCB) issues a Section 401 Water Quality Certification (or waiver of such certification) verifying that the proposed activity will meet state water quality standards.

CEQA Guidelines Section 15380: Although threatened and endangered species are protected by specific federal and state statutes, CEQA Guidelines section 15380(d) provides that a species not listed on the federal or state list of protected species may be considered rare or endangered if the species can be shown to meet certain specific criteria that define “endangered” and “rare” as specified in CEQA Guidelines section 15380(b).

3.4.3. Local Regulatory Setting

The General Plan provides the following policies for the protection of biological resources within the project area:

- 8.4-G-1 Protect special status species, in accordance with State regulatory requirements.
- 8.4-G-2 Protect and enhance the natural habitat features of the Feather River and new open space corridors within and around the urban growth area.
- 8.4-G-3 Preserve and enhance heritage oaks in the Planning Area.
- 8.4-G-4 Where appropriate, incorporate natural wildlife habitat features into public landscapes, parks, and other public facilities
- 8.4-I-1 Require protection of sensitive habitat area and special status species in new development site designs in the following order: 1) avoidance; 2) onsite mitigation; 3) offsite mitigation. Require assessments of biological resources prior to approval of any development within 300 feet of any creeks, sensitive habitat areas, or areas of potential sensitive status species.
- 8.4-I-2 Require preservation of oak trees and other native trees that are of a significant size, by requiring site designs to incorporate these trees to the maximum extent feasible.
- 8.4-I-3 Require to the extent feasible, use of drought tolerant plants in landscaping for new development, including private and public projects.

3.4.4. Impact Assessment/Environmental Consequences:

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Per the EIR prepared for the LESP, Swainson’s hawk and other raptor species are the only known sensitive or special status species known in the area. There is nesting within five miles of the Project area. As a precaution, to ensure against the disturbance of an active nesting site a mitigation measure is proposed to ensure there are no nesting raptors on the site prior to construction activities. This mitigation will reduce the potential impacts on any sensitive or special status species to a less than significant level.

According to the Yuba City General Plan EIR, the only designated special status vegetation species within Yuba City and its Sphere of Influence is the Golden Sunburst, a flowering plant that occurs primarily in non-native grasslands and is threatened mostly by the conversion of habitat to urban uses. The habitat area for this particular species occurs at the extreme eastern boundary of the Planning Area at the

confluence of the Feather and Yuba Rivers. This property does not fall within this area, therefore there would be a less than significant impact to special status species as a result of this project.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

According to the biological report for the EIR prepared for the LESP, no wetlands or federal jurisdictional waters of the U.S. are present within the proposed Project area or general vicinity.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

According to the EIR prepared for the LESP, no wetlands or federal jurisdictional waters of the U.S. are present within the proposed Project area or general vicinity. There would be no impact on any wetland areas or waterways.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The proposed Project would not disturb any waterways, as the nearest waterway is the Feather River, being several miles to the east. Therefore, migratory fish would not be affected. Per the EIR's prepared for the General Plan and for the LESP, there are no known wildlife movement corridors associated with the Project site other than certain raptor species discussed above. A mitigation measure is provided below to address the potential impacts on raptor species nesting sites. As a result, the impacts on fish or wildlife habitat would be less than significant with mitigation.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No native trees or other biological resources other than several raptor species that are discussed above that would be protected by local policies or ordinances remain on the proposed Project site. Therefore, the impacts on biological resources caused by this Project will be less than significant.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans, or any other approved local, regional, or state habitat conservation plans in the vicinity of this Project.

3.4.5 Biological Resource Mitigation Measure

Biological Resource Mitigation Measure 1: Pre-construction Nesting Surveys: Pre-construction surveys for nesting raptors should be conducted on trees within the subject property if construction activities occur between March 1 and September 15 pursuant to California Department of Fish & Wildlife requirements. These surveys should be accomplished no later than 7 days prior to commencement of tree removals and grading activities. If nesting raptors are discovered, the Project biologist shall identify

and implement appropriate mitigation, subject to City review and approval, to ensure protection of the raptors prior to any tree removals.

3.5. Cultural Resources

Table 3.5: Cultural Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5.			X	
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5.		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

3.5.1. Federal Regulatory Setting

National Historic Preservation Act of 1966 (as amended), Section 106: The significance of cultural resources is evaluated under the criteria for inclusion in the National Register of Historic Places (NRHP), authorized under the National Historic Preservation Act of 1966, as amended. The criteria defined in 36 CFR 60.4 are as follows:

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects of state and local importance that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- That are associated with events that have made a significant contribution to the broad patterns of our history; or
- That are associated with the lives of persons significant in our past; or
- That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- That have yielded, or may be likely to yield, information important to prehistory or history.

Sites listed or eligible for listing on the NRHP are considered to be historic properties. Sites younger than 50 years, unless of exceptional importance, are not eligible for listing in the NRHP.

3.5.2. State Regulatory Setting

CEQA requires consideration of project impacts on archaeological or historical sites deemed to be "historical resources." Under CEQA, a substantial adverse change in the significant qualities of a historical resource is considered a significant effect on the environment. For the purposes of CEQA, a "historical resource" is a resource listed in, or determined to be eligible for listing in, the California Register of Historical Resources (Title 14 CCR §15064.5[a][1]-[3]). Historical resources may include, but are not limited to, "any object, building, site, area, place, record, or manuscript which is historically or

archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California" (PRC §5020.1[j]).

The eligibility criteria for the California Register are the definitive criteria for assessing the significance of historical resources for the purposes of CEQA (Office of Historic Preservation). Generally, a resource is considered "historically significant" if it meets one or more of the following criteria for listing on the California Register:

- Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
- Is associated with the lives of persons important in our past.
- Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
- Has yielded, or may be likely to yield, information important in prehistory or history. (PRC §5024.1[c])

In addition, the resource must retain integrity. Integrity is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association (CCR Title 14, § 4852(c)).

Historical resources may include, but are not limited to, "any object, building, site, area, place, record, or manuscript which is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California" (PRC §5020.1[j]).

California Health and Safety Code Section 7050.5: Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

3.5.3. Native American Consultation

In September of 2014, the California Legislature passed Assembly Bill (AB) 52, which added provisions to the PRC regarding the evaluation of impacts on tribal cultural resources under CEQA, and consultation requirements with California Native American tribes. In particular, AB 52 now requires lead agencies to analyze project impacts on "tribal cultural resources" separately from archaeological resources (PRC § 21074; 21083.09). AB 52 also requires lead agencies to engage in additional consultation procedures with respect to California Native American tribes (PRC § 21080.3.1, 21080.3.2, 21082.3). More information is provided in Section 3.18.

3.5.4. Impact Assessment/Environmental Consequences:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5.

There is a single-family residence on the property that will be removed as part of this Project. The home does not appear old enough to be considered historic. Per the historical resource surveys conducted for

the LESP EIR there is only one building within the LESP area that is considered to have historical importance – Dahling House – which is located elsewhere within the specific plan area. The EIR prepared for the General Plan update also did not identify any additional buildings in the vicinity as having historical value. As such the potential for significant impacts on any historical resources is less than significant.

b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5.

The LESP EIR documented a field investigation which did not discover any prehistoric archaeological sites or features and, presently, there are no cemeteries within the project area. In the course of project development, there is the possibility of encountering previously unidentified stone or bone tools or fragments; cultural features such as house floors or hearths; concentrations of dietary debris; and/or human remains interred outside of formal cemeteries both within the plan area as well as off-site. A standard accidental discovery mitigation measure, GEO 1, has been incorporated (see Section 3.7, Geology, below), which will reduce this potential impact to a less than significant level.

c) Disturb any human remains, including those interred outside of formal cemeteries?

The 41.36-acre property that will be developed has been farmed as an orchard for many years. Per the LESP EIR no formal cemeteries or other places of human internment are known to exist on the proposed Project site. However, there remains the potential for previously unknown sub-surface resources to be present. In order to avoid potential impacts to unknown remains, mitigation measures provided in Section 3.18 are provided to ensure impacts are less than significant.

3.6 Energy

Table 3.6: Energy				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

3.6.1 State Regulatory Setting

California has implemented numerous energy efficiency and conservation programs that have resulted in substantial energy savings. The State has adopted comprehensive energy efficiency standards as part of its Building Standards Code, California Codes of Regulations, Title 24. In 2009, the California Building Standards Commission adopted a voluntary Green Building Standards Code, also known as CALGreen, which became mandatory in 2011. Both Title 24 and CALGreen are implemented by the City of Yuba City in conjunction with its processing of building permits.

CALGreen sets forth mandatory measures, applicable to new residential and nonresidential structures as well as additions and alterations, on water efficiency and conservation, building material conservation, interior environmental quality, and energy efficiency. California has adopted a Renewables Portfolio Standard, which requires electricity retailers in the state to generate 33% of electricity they sell from renewable energy sources (i.e., solar, wind, geothermal, hydroelectric from small generators, etc.) by the end of 2020. In 2018, SB 100 was signed into law, which increases the electricity generation requirement from renewable sources to 60% by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

3.6.2. Impact Assessment/Environmental Consequences

a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?

As with air pollutant emissions, the main sources of energy consumption would be site preparation and construction activities. These activities would involve fuel consumption and use of other non-renewable resources. Construction equipment used for such improvements typically runs on diesel fuel or gasoline. The same fuels typically are used for vehicles that transport equipment and workers to and from a construction site. However, construction-related fuel consumption would be finite, short-term, and consistent with construction activities of a similar character. This energy use would not be considered wasteful, inefficient, or unnecessary.

Electricity may be used for equipment operation during construction activities. It is expected that more electrical construction equipment would be used in the future, as it would generate fewer air pollutant and GHG emissions. This electrical consumption would be consistent with construction activities of a similar character; therefore, the use of electricity in construction activities would not be considered wasteful, inefficient, or unnecessary, especially since fossil fuel consumption would be reduced. Moreover, under California's Renewables Portfolio Standard, a greater share of electricity would be provided from renewable energy sources over time, so less fossil fuel consumption to generate electricity would occur.

The Project would be required to comply with CALGreen and with the building energy efficiency standards of California Code of Regulations Title 24, Part 6 in effect at the time of project approval. Compliance with these standards would reduce energy consumption associated with project operations, although reductions from compliance cannot be readily quantified.

Overall, Project construction and operations would not consume energy resources in a manner considered wasteful, inefficient, or unnecessary. Project impacts related to energy consumption are considered less than significant.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

In addition to reducing energy consumption, the proposed sustainability components are consistent with state and local energy efficiency plans. All components will be consistent with the energy efficiency goals of CALGreen and Title 24, and similar measures (see Section 3.8, Greenhouse Gas Emissions). This project is consistent with applicable state and local plans to increase energy efficiency. As a result, a less than significant impact is anticipated.

3.7 Geology and Soils

Table 3.7: Geology and Soils				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault?			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?				X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resources or site or unique geologic feature?		X		

3.7.1 Environmental Setting/Affected Environment

Topography and Geology: According to the Sutter County General Plan, Sutter County is located in the flat surface of the Great Valley geomorphic province of California. The Great Valley is an alluvial plain approximately 50 miles wide and 400 miles long in the central portion of California. The Great Valley's northern portion is the Sacramento Valley, drained by the Sacramento River, and its southern portion is the San Joaquin Valley, drained by the San Joaquin River. The geology of the Great Valley is typified by thick sequences of alluvial sediments derived primarily from erosion of the mountains of the Sierra Nevada to the east, and to a lesser extent, erosion of the Klamath Mountains and Cascade Range to the north. These sediments were transported downstream and subsequently laid down as a river channel, floodplain deposits, and alluvial fans.

Seismic Hazards: Earthquakes are due to a sudden slip of plates along a fault. Seismic shaking is typically the greatest cause of losses to structures during earthquakes. Earthquakes can cause structural damage, injury, and loss of life, as well as damage to infrastructure networks such as water, power, gas, communication, and transportation lines. Other damage-causing effects of earthquakes include surface rupture, fissuring, settlement, and permanent horizontal and vertical shifting of the ground. Secondary impacts can include landslides, seiches, liquefaction, and dam failure.

Seismicity: Although all of California is typically regarded as seismically active, the Central Valley region does not commonly experience strong ground shaking resulting from earthquakes along known and previously unknown active faults. Though no active earthquake faults are known to exist in Yuba City, active faults in the region could generate ground motion felt within the County. Numerous earthquakes of magnitude 5.0 or greater on the Richter scale have occurred on regional faults, primarily those within the San Andreas Fault System in the region. There are several potentially active faults underlying the Sutter Buttes, which are associated with deep-seated volcanism.

The faults identified in Sutter County include the Quaternary Faults, located in the northern section of the County within the Sutter Buttes, and the Pre-Quaternary Fault, located in the southeast of the City, just east of where Highway 70 enters into the County. Both Faults are listed as non-active faults but have the potential for seismic activity.

Ground Shaking: As stated in the Sutter County Multi-Hazard Mitigation Plan, although the County has felt ground shaking from earthquakes with epicenters located elsewhere, no major earthquakes or earthquake related damage has been recorded within the County. Based on historic data and known active or potentially active faults in the region, parts of Sutter County have the potential to experience low to moderate ground shaking. The intensity of ground shaking at any specific site depends on the characteristics of the earthquake, the distance from the earthquake fault, and on the local geologic and soils conditions. Fault zone maps are used to identify where such hazards are more likely to occur based on analyses of faults, soils, topography, groundwater, and the potential for earthquake shaking sufficiently strong to trigger landslide and liquefaction.

Liquefaction: Liquefaction, which can occur in earthquakes with strong ground shaking, is mostly found in areas with sandy soil or fill and a high-water table located 50 feet or less below the ground surface. Liquefaction can cause damage to property with the ground below structures liquefying making the structure unstable causing sinking or other major structural damage. Evidence of liquefaction may be observed in "sand boils," which are expulsions of sand and water from below the surface due to increased pressure below the surface.

Liquefaction during an earthquake requires strong shaking and is not likely to occur in the city due to the relatively low occurrence of seismic activity in the area; however, the clean sandy layers paralleling the Sacramento River, Feather River, and Bear River have lower soil densities and high overall water table are potentially a higher risk area if major seismic activity were to occur. Areas of bedrock, including the Sutter Buttes have high density compacted soils and contain no liquefaction potential, although localized areas of valley fill alluvium can have moderate to high liquefaction potential.

Landslides: Landslides are downward and outward movements of slope forming materials which may be rock, soil, artificial fill, or combinations of such materials. The size of landslides varies from those containing less than a cubic yard of material to massive ones containing millions of cubic yards. Large landslides may move down slope for hundreds of yards or even several miles. A landslide may move rapidly or so slow that a change of position can be noted only over a period of weeks or years. A similar, but much slower movement is called creep. The susceptibility of a given area to landslides depends on a great many variables. With the exception of the Sutter Buttes, Yuba City is located in a landslide-free zone

due to the flat topography. The Sutter Buttes are considered to be in a low landslide hazard zone as shown in Bulletin 198 by the California Division of Mines and Geology.

Soil Erosion: Erosion is a two-step process by which soils and rocks are broken down or fragmented and then transported. The breakdown processes include mechanical abrasion, dissolution, and weathering. Erosion occurs naturally in most systems but is often accelerated by human activities that disturb soil and vegetation. The rate at which erosion occurs is largely a function of climate, soil cover, slope conditions, and inherent soil properties such as texture and structure. Water is the dominant agent of erosion and is responsible for most of the breakdown processes as well as most of the transport processes that result in erosion. Wind may also be an important erosion agent. The rate of erosion depends on many variables including the soil or rock texture and composition, soil permeability, slope, extent of vegetative cover, and precipitation amounts and patterns. Erosion increases with increasing slope, increasing precipitation, and decreasing vegetative cover. Erosion can be extremely high in areas where vegetation has been removed by fire, construction, or cultivation. High rates of erosion may have several negative impacts including degradation and loss of agricultural land, degradation of streams and other water habitats, and rapid silting of reservoirs.

Subsidence: Subsidence is the sinking of a large area of ground surface in which the material is displaced vertically downward, with little or no horizontal movement. Subsidence is usually a direct result of groundwater, oil, or gas withdrawal. These activities are common in several areas of California, including parts of the Sacramento Valley and in large areas of the San Joaquin Valley. Subsidence is a greater hazard in areas where subsurface geology includes compressible layers of silt and clay. Subsidence due to groundwater withdrawal generally affects larger areas and presents a more serious hazard than does subsidence due to oil and gas withdrawal. In portions of the San Joaquin Valley, subsidence has exceeded 20 feet over the past 50 years. In the Sacramento Valley, preliminary studies suggest that much smaller levels of subsidence, up to two feet may have occurred. In most of the valley, elevation data are inadequate to determine positively if subsidence has occurred. However, groundwater withdrawal in the Sacramento Valley has been increasing and groundwater levels have declined in some areas. The amount of subsidence caused by groundwater withdrawal depends on several factors, including: (1) the extent of water level decline, (2) the thickness and depth of the water bearing strata tapped, (3) the thickness and compressibility of silt-clay layers within the vertical sections where groundwater withdrawal is occurring, (4) the duration of maintained groundwater level decline, (5) the number and magnitude of water withdrawals in a given area, and (6) the general geology and geologic structure of the groundwater basin. The damaging effects of subsidence include gradient changes in roads, streams, canals, drains, sewers, and dikes. Many such systems are constructed with slight gradients and may be significantly damaged by even small elevation changes. Other effects include damage to water wells resulting from sediment compaction and increased likelihood of flooding of low-lying areas.

Expansive Soils: Expansive soils are prone to change in volume due to the presence of moisture. Soft clay soils have the tendency to increase in volume when moisture is present and shrink when it is dry (shrink/swell). Swelling soils contain high percentages of certain kinds of clay particles that are capable of absorbing large quantities of water, expanding up to 10 percent or more as the clay becomes wet. The force of expansion is capable of exerting pressure on foundations, slabs, and other confining structures.

Soils: The Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service) has mapped over 40 individual soil units in the county. The predominant soil series in the county are the Capay, Clear Lake, Conejo, Oswald, and Olashes soils, which account for over 60 percent of the total land area. The remaining soil units each account for smaller percentages the total land area. The Capay and Clear Lake soils are generally present in the western and southern parts of the county. The Conejo soils occur in the eastern part closer to the incorporated areas of the county. Oswald and Olashes soils are

located in the central portion of the county extending north to south, with scattered areas along the southeastern edge of the county. Soil descriptions for the principal soil units in the county are provided below. These descriptions, which were developed by the NRCS, are for native, undisturbed soils and are primarily associated with agricultural suitability. Soil characteristics may vary considerably from the mapped locations and descriptions due to development and other uses. Geotechnical studies are required to identify actual engineering properties of soils at specific locations to determine whether there are specific soil characteristics that could affect foundations, drainage, infrastructure, or other structural features.

3.7.2 Federal Regulatory Setting

Historic Sites Act of 1935: This Act became law on August 21, 1935 (49 Stat. 666; 16 U.S.C. 461-467) and has been amended eight times. This Act establishes as a national policy to preserve for public use historic sites, buildings, and objects, including geologic formations.

National Earthquake Hazards Reduction Program: The National Earthquake Hazards Reduction Program (NEHRP), which was first authorized by Congress in 1977, coordinates the earthquake-related activities of the Federal Government. The goal of NEHRP is to mitigate earthquake losses in the United States through basic and directed research and implementation activities in the fields of earthquake science and engineering. Under NEHRP, FEMA is responsible for developing effective earthquake risk reduction tools and promoting their implementation, as well as supporting the development of disaster-resistant building codes and standards. FEMA's NEHRP activities are led by the FEMA Headquarters (HQ), Federal Insurance and Mitigation Administration, Risk Reduction Division, Building Science Branch, in strong partnership with other FEMA HQ Directorates, and in coordination with the FEMA Regions, the States, the earthquake consortia, and other public and private partners.

3.7.3 State Regulatory Setting

California Alquist-Priolo Earthquake Fault Zoning Act: The Alquist-Priolo Earthquake Fault Zoning Act (originally enacted in 1972 and renamed in 1994) is intended to reduce the risk to life and property from surface fault rupture during earthquakes. The statute prohibits the location of mot types of structures intended for human occupancy across the traces of active faults and regulates construction in the corridors along active faults.

California Seismic Hazards Mapping Act: The Seismic Hazards Mapping Act is intended to reduce damage resulting from earthquakes. While the Alquist-Priolo Earthquake Fault Zoning Act addresses surface fault rupture, the Seismic Hazards Mapping Act addresses other earthquake-related hazards, including ground shaking, liquefaction, and seismically induced landslides. The state is charged with identifying and mapping areas at risk of strong ground shaking, liquefaction, landslides, and other hazards, and cities and counties are required to regulate development within mapped Seismic Hazard Zones.

Uniform Building Code: The California Code of Regulations (CCR) Title 24 is assigned to the California Building Standards Commission, which, by law, is responsible for coordinating all building standards. The California Building Code incorporates by reference the Uniform Building Code with necessary California amendments. The Uniform Building Code is a widely adopted model building code in the United States published by the International Conference of Building Officials. About one-third of the text within the California Building Code has been tailored for California earthquake conditions.

Paleontological Resources: Paleontological resources are the fossilized remains of plants and animals and associated deposits. The Society of Vertebrate Paleontology has identified vertebrate fossils, their taphonomic and associated environmental indicators, and fossiliferous deposits as significant nonrenewable paleontological resources. Botanical and invertebrate fossils and assemblages may also be considered significant resources. CEQA requires that a determination be made as to whether a project would directly or indirectly destroy a unique paleontological resource or site or unique geological feature (CEQA Appendix G(v)(c)). If an impact is significant, CEQA requires feasible measures to minimize the impact (CCR Title 14(3) Section 15126.4 (a)(1)). California Public Resources Code Section 5097.5 (see above) also applies to paleontological resources.

3.7.4 Impact Assessment/Environmental Consequences:

- a) *Directly or indirectly expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*
 - i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault?*

According to the Yuba City General Plan, no active earthquake faults are known to exist in Sutter County, although active faults in the region could produce ground motion in Yuba City (Dyett & Bhatia, 2004). The closest known fault zone is the Bear Mountain Fault Zone, located approximately 20 miles northeast of Yuba City (California Geological Survey [CGS], 2015). Potentially active faults do exist in the Sutter Buttes, but those faults are considered small and have not exhibited activity in recent history. Because the distance from the City to the closest known active fault zone is large, the potential for exposure of people or structures to substantial adverse effects from fault rupture is low. Considering that the Building Code incorporates construction standards for minimizing earthquake damage to buildings, and the low potential for a significant earthquake activity in the vicinity, the potential for adverse impacts from an earthquake is less than significant.

- ii. *Strong seismic ground shaking?*

In the event of a major regional earthquake, fault rupture or seismic ground shaking could potentially injure people and cause collapse or structural damage to existing and proposed structures. Ground shaking could potentially expose people and property to seismic-related hazards, including localized liquefaction and ground failure. However, all new structures are required to adhere to current California Building Code standards. These standards require adequate design, construction, and maintenance of structures to prevent exposure of people and structures to major geologic hazards. General Plan Implementing Policies 9.2-I-1 through 9.2-I-8 and the building codes reduce the potential impacts to less than significant.

- iii. *Seismic-related ground failure, including liquefaction?*

The proposed Project is not located within a liquefaction zone according to the California Department of Conservation's California Geologic Survey regulatory maps. Regardless, all new structures are required to adhere to current California Building Code standards. These standards require adequate design, construction, and maintenance of structures to prevent exposure of people and structures to major geologic hazards. Therefore, the potential impact from ground failure is less than significant.

iv. Landslides?

According to the Environmental Impact Report prepared for the General Plan, due to the flat topography, erosion, landslides, and mudflows are not a risk in the City limits or within the City's Sphere of Influence.

b) Result in substantial soil erosion or the loss of topsoil?

All of the Project's 41.36 acres would be disturbed during site grading. Even though the area is relatively flat, during site grading a large storm could result in the loss of topsoil into the City/Sutter County Water Agency drainage system. However, as part of the grading and construction of the subdivision the applicant will be required to follow Best Management Practices (BMP's) and provide erosion control measures to minimize soil runoff during the construction process. Therefore, impacts from soil erosion are less than significant.

c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

See d) below.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

The extreme southwest corner of the Yuba City Sphere of Influence is the only known area with expansive soils. The Project area is not located within that area and therefore will not be impacted by the presence of expansive soils.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

All of the new residences will be connected to the City's wastewater collection and treatment system. No new septic systems will be utilized. As such, there will be no new impacts from septic systems.

f) Directly or indirectly destroy a unique paleontological resources or site or unique geologic feature?

Due to prior ground disturbances for agricultural and residential uses it is unlikely that any paleontological resources exist on the site. However, the following mitigation measure shall apply if any paleontological resources are discovered.

3.7.5 Paleontological Mitigation Measure

Paleontological Mitigation Measure 1: Mitigation Measure 1 shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700.

Mitigation shall be conducted as follows:

1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high;
2. Assess effects on identified sites;

3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted;
4. Obtain comments from the researchers;
5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible.

In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

3.8 Greenhouse Gas Emissions

Table 3.8: Greenhouse Gas Emissions				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		X		
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?		X		

3.8.1 Federal Regulatory Setting

The United States Environmental Protection Agency (USEPA) Mandatory Reporting Rule (40 CFR Part 98), which became effective December 29, 2009, requires that all facilities that emit more than 25,000 metric tons CO₂-equivalent per year beginning in 2010, report their emissions on an annual basis. On May 13, 2010, the USEPA issued a final rule that established an approach to addressing GHG emissions from stationary sources under the Clean Air Act (CAA) permitting programs. The final rule set thresholds for GHG emissions that define when permits under the New Source Review Prevention of Significant Deterioration and title V Operating Permit programs are required for new and existing industrial facilities.

In addition, the Supreme Court decision in *Massachusetts v. EPA* (Supreme Court Case 05-1120) found that the USEPA has the authority to list GHGs as pollutants and to regulate emissions of greenhouse gases (GHG) under the CAA. On April 17, 2009, the USEPA found that CO₂, CH₄, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride may contribute to air pollution and may endanger public health and welfare. This finding may result in the USEPA regulating GHG emissions; however, to date the USEPA has not propose regulations based on this finding.

3.8.2 State & Local Regulatory Setting

The City's Resource Efficiency Plan as designed under the premise that the City, and the community it represents, is uniquely capable of addressing emissions associated with sources under the City's

jurisdiction and that the City's emission reduction efforts should coordinate with the state strategies of reducing emissions in order to accomplish these reductions in an efficient and cost-effective manner. The City developed this document with the following purposes in mind:

- **Local Control:** The Yuba City Efficiency Plan allows the City to identify strategies to reduce resource consumption, costs, and GHG emissions in all economic sectors in a way that maintains local control over the issues and fits the character of the community. It also may position the City for funding to implement programs tied to climate goals.
- **Energy and Resource Efficiency:** The Efficiency Plan identifies opportunities for the City to increase energy efficiency and lower GHG emissions in a manner that is most feasible within the community. Reducing energy consumption through increasing the efficiency of energy technologies, reducing energy use, and using renewable sources of energy are effective ways to reduce GHG emissions. Energy efficiency also provides opportunities for cost-savings.
- **Improved Public Health:** Many of the GHG reduction strategies identified in the Efficiency Plan also have local public health benefits. Benefits include local air quality improvements; creating a more active community through implementing resource-efficient living practices; and reducing health risks, such as heat stroke, that would be otherwise elevated by climate change impacts such as increased extreme heat days.

Demonstrating Consistency with State GHG Reduction Goals—A GHG reduction plan may be used as GHG mitigation in a General Plan to demonstrate that the City is aligned with State goals for reducing GHG emissions to a level considered less than cumulatively considerable.

3.8.3 Impact Assessment/Environmental Consequences:

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

The proposed project will emit greenhouse gases during project construction due to the operation of construction equipment, and from worker and building supply vehicles. Additionally, the development of homes will increase the potential for additional greenhouse emissions. The City encourages the use of the following in addressing energy efficiency and greenhouse gas emissions, to be addressed as a condition of the project:

- Use of green-building materials on buildings and other outdoor structures, such as low-emission concrete, recycled aggregate, recycled reinforcing, or waffle pods to be used in foundations; recycled plastics to be used in community structures such as fencing or playground equipment; wood flooring materials to be treated with low emissions varnishes and floor board substrates to be made from low emission particleboard; and other recycled building materials like recycled aluminum for window frames or post-consumer plastic for piping;
- Installation of photovoltaic rooftop energy systems where feasible;
- Establishment of tree-planting guidelines that encourage residents to plant trees to shade buildings primarily on the west and south sides of the buildings. Use of deciduous trees (to allow solar gain during the winter) and direct shading of air conditioning systems shall be included in the guidelines;
- Include energy-conserving features as options for home buyers, such as:

1. Increased wall and ceiling insulation (beyond building code requirements);
 2. Energy efficient windows (double-paned or low-E);
 3. Radiant heat barriers;
 4. Solar water-heating systems; and
 5. Low NOx-emitting or high-efficiency, energy efficient water heaters.
- Awnings or other shading mechanisms for windows;
 - Porch, patio, and walkway overhangs;
 - Ceiling fans or whole-house fans;
 - Daylighting (natural lighting) systems such as skylights, light shelves, and interior transom windows;
 - Electrical outlets around the exterior of units shall be installed to encourage the use of electric landscape maintenance equipment;
 - Use of low and no-VOC coatings and paint;
 - Natural gas lines (if available to the project area) shall be provided in backyard or patio areas to encourage the use of gas barbecues; and
 - Pre-wire units with fiber and other high-speed internet connections.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Gases that trap heat in the atmosphere are referred to as greenhouse gases (GHGs) because they capture heat radiated from the sun as it is reflected back into the atmosphere, similar to a greenhouse. The accumulation of GHGs has been implicated as a driving force for Global Climate Change. Definitions of climate change vary between and across regulatory authorities and the scientific community, but in general can be described as the changing of the climate caused by natural fluctuations and the impact of human activities that alter the composition of the global atmosphere. Both natural processes and human activities emit GHGs. Global Climate Change is a change in the average weather on earth that can be measured by wind patterns, storms, precipitation, and temperature. Although there is disagreement as to the speed of global warming and the extent of the impacts attributable to human activities, the vast majority of the scientific community now agrees that there is a direct link between increased emission of GHGs and long-term global temperature. Potential global warming impacts in California may include, but are not limited to, loss in snowpack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years. Secondary effects are likely to include a global rise in sea level, impacts to agriculture, changes in disease vectors, and changes in habitat and biodiversity. GHG impacts are considered to be exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective (CAPCOA).

The proposed construction of the subdivision will create GHG emissions due to the use of motorized construction equipment. The emissions will be from construction equipment during the construction of the subdivision and residences. Once completed, vehicle traffic generated by auto use from the new residences will contribute GHG gases. Due to the small size of the Project it is not expected to create significant greenhouse gas emissions. However, on a cumulative scale, possible reasonable reductions

could be applied to the Project in order to further minimize those impacts. Specifically addressing this proposal, the City's Resource Efficiency Plan addresses greenhouse gas concerns and provides a description of greenhouse gas reduction measures. A mitigation measure is included that requires the Project incorporate the relevant greenhouse gas reduction measures. With this mitigation the impacts from greenhouse gases will be less than significant.

3.8.4 Greenhouse Mitigation Measure

GHG 1: Greenhouse Gas Emissions. Pertaining to potential cumulative impacts associated with GHG emissions, site grading process shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.

Given compliance with the City's established rules, and proposed mitigation as recommended, impacts associated with this item are considered to be less than significant.

3.9 Hazards and Hazardous Materials

Table 3.9: Hazards and Hazardous Materials				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.			X	

3.9.1 Federal Regulatory Setting

U.S. Environmental Protection Agency (USEPA): The USEPA was established in 1970 to consolidate in one agency a variety of federal research, monitoring, standard setting, and enforcement activities to ensure environmental protection. USEPA's mission is to protect human health and to safeguard the natural environment — air, water, and land — upon which life depends. USEPA works to develop and enforce regulations that implement environmental laws enacted by Congress, is responsible for researching and setting national standards for a variety of environmental programs, and delegates to states and tribes the responsibility for issuing permits and for monitoring and enforcing compliance. Where national standards are not met, USEPA can issue sanctions and take other steps to assist the states and tribes in reaching the desired levels of environmental quality.

Federal Toxic Substances Control Act/Resource Conservation and Recovery Act/Hazardous and Solid Waste Act: The Federal Toxic Substances Control Act (1976) and the Resource Conservation and Recovery Act of 1976 (RCRA) established a program administered by the USEPA for the regulation of the generation,

transportation, treatment, storage, and disposal of hazardous waste. RCRA was amended in 1984 by the Hazardous and Solid Waste Act (HSWA), which affirmed and extended the “cradle to grave” system of regulating hazardous wastes.

Comprehensive Environmental Response, Compensation, and Liability Act/Superfund Amendments and Reauthorization Act: The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, was enacted by Congress on December 11, 1980. This law (U.S. Code Title 42, Chapter 103) provides broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. CERCLA establishes requirements concerning closed and abandoned hazardous waste sites; provides for liability of persons responsible for releases of hazardous waste at these sites; and establishes a trust fund to provide for cleanup when no responsible party can be identified. CERCLA also enables the revision of the National Contingency Plan (NCP). The NCP (Title 40, Code of Federal Regulation [CFR], Part 300) provides the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, and/or contaminants. The NCP also established the National Priorities List (NPL). CERCLA was amended by the Superfund Amendments and Reauthorization Act (SARA) on October 17, 1986.

Clean Water Act/SPCC Rule: The Clean Water Act (CWA) (33 U.S.C. Section 1251 et seq., formerly the Federal Water Pollution Control Act of 1972), was enacted with the intent of restoring and maintaining the chemical, physical, and biological integrity of the waters of the United States. As part of the Clean Water Act, the U.S. EPA oversees and enforces the Oil Pollution Prevention regulation contained in Title 40 of the CFR, Part 112 (Title 40 CFR, Part 112) which is often referred to as the “SPCC rule” because the regulations describe the requirements for facilities to prepare, amend and implement Spill Prevention, Control, and

Countermeasure (SPCC) Plans: A facility is subject to SPCC regulations if a single oil storage tank has a capacity greater than 660 gallons, or the total above ground oil storage capacity exceeds 1,320 gallons, or the underground oil storage capacity exceeds 42,000 gallons, and if, due to its location, the facility could reasonably be expected to discharge oil into or upon the “Navigable Waters” of the United States. Other federal regulations overseen by the U.S. EPA relevant to hazardous materials and environmental contamination include Title 40, CFR, Chapter 1, Subchapter D – Water Programs and Subchapter I – Solid Wastes. Title 40, CFR, Chapter 1, Subchapter D, Parts 116 and 117 designate hazardous substances under the Federal Water Pollution Control Act: Title 40, CFR, Part 116 sets forth a determination of the reportable quantity for each substance that is designated as hazardous. Title 40, CFR, Part 117 applies to quantities of designated substances equal to or greater than the reportable quantities that may be discharged into waters of the United States.

The NFPA 70®: National Electrical Code® is adopted in all 50 states. Any electrical work associated with the Proposed Project is required to comply with the standards set forth in this code. Several federal regulations govern hazards as they are related to transportation issues. They include:

Title 49, CFR, Sections 171-177 (49 CFR 171-177), governs the transportation of hazardous materials, the types of materials defined as hazardous, and the marking of the transportation vehicles.

49 CFR 350-399, and Appendices A-G, Federal Motor Carrier Safety Regulations, address safety considerations for the transport of goods, materials, and substances over public highways.

49 CFR 397.9, the Hazardous Materials Transportation Act of 1974, directs the U.S. Department of Transportation to establish criteria and regulations for the safe transportation of hazardous materials.

3.9.2 State Regulatory Setting

California Environmental Protection Agency (CalEPA): The California Environmental Protection Agency (CalEPA) was created in 1991 by Governor's Executive Order. The six boards, departments, and office were placed under the CalEPA umbrella to create a cabinet-level voice for the protection of human health and the environment and to assure the coordinated deployment of State resources. The mission of CalEPA is to restore, protect, and enhance the environment to ensure public health, environmental quality, and economic vitality under Title 22 of the California Code of Regulations (CCR).

Department of Toxic Substances Control (DTSC): DTSC is a department of Cal/EPA and is the primary agency in California that regulates hazardous waste, cleans-up existing contamination, and looks for ways to reduce the hazardous waste produced in California. DTSC regulates hazardous waste in California primarily under the authority of RCRA and the California Health and Safety Code. Other laws that affect hazardous waste are specific to handling, storage, transportation, disposal, treatment, reduction, cleanup, and emergency planning. Government Code Section 65962.5 (commonly referred to as the Cortese List) includes DTSC listed hazardous waste facilities and sites, DHS lists of contaminated drinking water wells, sites listed by the SWRCB as having UST leaks and which have had a discharge of hazardous wastes or materials into the water or groundwater and lists from local regulatory agencies of sites that have had a known migration of hazardous waste/material.

Unified Program: The Unified Program (codified CCR Title 27, Division 1, Subdivision 4, Chapter 1, Sections 15100- 15620) consolidates, coordinates, and makes consistent the administrative requirements, permits, inspections, and enforcement activities of the following six environmental and emergency response programs:

- Hazardous Waste Generator (HWG) program and Hazardous Waste On-site Treatment activities;
- Aboveground Storage Tank (AST) program Spill Prevention Control and Countermeasure Plan requirements;
- Underground Storage Tank (UST) program;
- Hazardous Materials Release Response Plans and Inventory (HMRRP) program;
- California Accidental Release Prevention (CalARP) program;
- Hazardous Materials Management Plans and Hazardous Materials Inventory Statement (HMMP/HMIS) requirements.

The Secretary of CalEPA is directly responsible for coordinating the administration of the Unified Program. The Unified Program requires all counties to apply to the CalEPA Secretary for the certification of a local unified program agency. Qualified cities are also permitted to apply for certification. The local Certified Unified Program Agency (CUPA) is required to consolidate, coordinate, and make consistent the administrative requirements, permits, fee structures, and inspection and enforcement activities for these six program elements in the county. Most CUPAs have been established as a function of a local environmental health or fire department.

Hazardous Waste Management Program: The Hazardous Waste Management Program (HWMP) regulates hazardous waste through its permitting, enforcement, and Unified Program activities in accordance with California Health and Safety Code Section 25135 et seq. The main focus of HWMP is to ensure the safe storage, treatment, transportation, and disposal of hazardous wastes.

State Water Resources Control Board (SWRCB): The State Water Resources Control Board (SWRCB) was created by the California legislature in 1967. The mission of SWRCB is to ensure the highest reasonable

quality for waters of the State, while allocating those waters to achieve the optimum balance of beneficial uses. The joint authority of water allocation and water quality protection enables SWRCB to provide comprehensive protection for California's waters.

California Department of Industrial Relations – Division of Occupational Safety and Health (Cal OSHA): In California, every employer has a legal obligation to provide and maintain a safe and healthful workplace for employees, according to the California Occupational Safety and Health Act of 1973 (per Title 8 of the CCR). The Division of Occupational Safety and Health (Cal/OSHA) program is responsible for enforcing California laws and regulations pertaining to workplace safety and health and for providing assistance to employers and workers about workplace safety and health issues. Cal/OSHA regulations are administered through Title 8 of the CCR. The regulations require all manufacturers or importers to assess the hazards of substances that they produce or import and all employers to provide information to their employees about the hazardous substances to which they may be exposed.

California Fire Code: The California Fire Code is Part 9 of the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. The California Fire Code incorporates the Uniform Fire Code with necessary California amendments. This Code prescribes regulations consistent with nationally recognized good practice for the safeguarding to a reasonable degree of life and property from the hazards of fire explosion, and dangerous conditions arising from the storage, handling and use of hazardous materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises and provisions to assist emergency response personnel.

3.9.3 Local Regulatory Setting

Sutter County Airport Comprehensive Land Use Plan: The SCACLUP was adopted in April 1994 by the Sacramento Area Council of Governments (SACOG). SACOG is the designated Airport Land Use Commission (ALUC) for Sacramento, Sutter, Yolo, and Yuba Counties under the provisions of the California Public Utilities Code, Chapter 4, Article 3.5, Section 21670.1 Airport Land Use Commission Law. The purpose of the ALUC law is to (1) protect public health, safety, and welfare through the adoption of land use standards that minimize the public's exposure to safety hazards and excessive levels of noise, and (2) Prevent the encroachment of incompatible land uses around public-use airports, thereby preserving the utilities of these airports into the future.

3.9.4 Impact Assessment/Environmental Consequences:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

See b) below.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The only hazardous materials associated with the construction of this subdivision will be those materials associated with grading and construction equipment, which typically includes solvents, oil, and fuel. Provided that these materials are legally and properly used and stored, the proposed Project will not create a significant hazard to the public or the environment. On an ongoing basis the only anticipated hazardous waste generated by the Project would be household hazardous waste. Assuming proper and legal disposal of those wastes there should not be a significant impact from hazardous materials.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

There is not a school within one-quarter mile of the Project. Also, assuming proper use of the fuels, solvents, and oil for the grading and paving equipment, there should not be any significant impacts. Similarly, for household hazardous waste generated by new residences, assuming proper and legal use and disposal there will be no significant impacts.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section and, as a result, would create a significant hazard to the public or the environment?*

The property is not on any listings of sites that are contaminated by hazardous wastes. Therefore, the potential for impacts from a known hazardous materials site are less than significant.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

The Project site is not located within the adopted Sutter County Airport and the Yuba County Airport Comprehensive Land Use Plans, nor is within two miles of a public or public use airport.

- f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The Yuba City Fire Department and Police Department serve this area. Neither agency has expressed concern over impacts the Project may have on any emergency response plans. Accordingly, the impacts on emergency services will be less than significant.

- g) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

The Project site is located on the edge of the urban area, and the urban area is surrounded by irrigated agricultural lands. There are no wildlands on the site or in the vicinity. Accordingly, the potential impacts from wildland fires are less than significant.

3.10 Hydrology and Water Quality

Table 3.10: Hydrology and Water Quality				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impeded sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site?			X	
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?			X	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
iv) impede or redirect flood flows?				X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

3.10.1 Federal Regulatory Setting

Clean Water Act: The Clean Water Act (CWA) is intended to restore and maintain the chemical, physical, and biological integrity of the nation's waters (33 CFR 1251). The regulations implementing the CWA protect waters of the U.S. including streams and wetlands (33 CFR 328.3). The CWA requires states to set standards to protect, maintain, and restore water quality by regulating point source and some non-point source discharges. Under Section 402 of the CWA, the National Pollutant Discharge Elimination System (NPDES) permit process was established to regulate these discharges.

Federal Emergency Management Agency (FEMA) Flood Zones: The National Flood Insurance Act (1968) makes available federally subsidized flood insurance to owners of flood-prone properties. To facilitate identifying areas with flood potential, Federal Emergency Management Agency (FEMA) has developed Flood Insurance Rate Maps (FIRM) that can be used for planning purposes. Flood hazard areas identified

on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

3.10.2 State Regulatory Setting

State Water Resources Control Board: The State Water Resources Control Board (SWRCB) is the agency with jurisdiction over water quality issues in the State of California. The WRCB is governed by the Porter-Cologne Water Quality Act (Division 7 of the California Water Code), which establishes the legal framework for water quality control activities by the SWRCB. The intent of the Porter-Cologne Act is to regulate factors which may affect the quality of waters of the State to attain the highest quality which is reasonable, considering a full range of demands and values. Much of the implementation of the SWRCB's responsibilities is delegated to its nine Regional Boards. The Project site is located within the Central Valley Regional Water Quality Control board.

Central Valley Regional Water Quality Control Board (CVRWQCB): administers the NPDES storm water-permitting program in the Central Valley region. Construction activities on one acre or more are subject to the permitting requirements of the NPDES General Permit for Discharges of Storm Water Runoff Associated with Construction Activity (General Construction Permit). Additionally, CVRWQCB is responsible for issuing Waste Discharge Requirements Orders under California Water Code Section 13260, Article 4, Waste Discharge Requirements.

State Department of Water Resources: California Water Code (Sections 10004 et seq.) requires that the State Department of Water Resources update the State Water Plan every five years. The 2013 update is the most current review and included (but is not limited to) the following conclusions:

- The total number of wells completed in California between 1977 and 2010 is approximately 432,469 and ranges from a high of 108,346 wells for the Sacramento River Hydrologic Region to a low of 4,069 wells for the North Lahontan Hydrologic Region.
- Based on the June 2014 California Statewide Groundwater Elevation Monitoring (CASGEM) basin prioritization for California's 515 groundwater basins, 43 basins are identified as high priority, 84 basins as medium priority, 27 basins as low priority, and the remaining 361 basins as very low priority.
- The 127 basins designated as high or medium priority account for 96 percent of the average annual statewide groundwater use and 88 percent of the 2010 population overlying the groundwater basin area.
- Depth-to-groundwater contours were developed for the unconfined aquifer system in the Central Valley. In the Sacramento Valley, the spring 2010 groundwater depths range from less than 10 feet below ground surface (bgs) to approximately 50 feet bgs, with local areas showing maximum depths of as much as 160 feet bgs.
- The most prevalent groundwater contaminants affecting California's community drinking water wells are arsenic, nitrate, gross alpha activity, and perchlorate.

California Government Code 65302 (d): The General Plan must contain a Conservation Element for the conservation, development, and utilization of natural resources including water and its hydraulic force, forests, soils, river and other waters, harbors, fisheries, wildlife, minerals, and other natural resources. That portion of the conservation element including waters shall be developed in coordination with any County-wide water agency and with all district and city agencies which have developed, served, controlled, or conserved water for any purpose for the county or city for which the plan is prepared. Coordination shall include the discussion and evaluation of any water supply and demand information described in Section 65352.5 if that information has been submitted by the water agency to the city or County. The conservation element may also cover:

- The reclamation of land and waters.
- Prevention and control of the pollution of streams and other waters.
- Regulation of the use of land in stream channels and other areas required for the accomplishment of the conservation plan.
- Prevention, control, and correction of the erosion of soils, beaches, and shores.
- Protection of watersheds.
- The location, quantity, and quality of the rock, sand, and gravel resources.
- Flood control.

Sustainable Groundwater Management Act: On September 16, 2014, Governor Edmund G. Brown Jr. signed historic legislation to strengthen local management and monitoring of groundwater basins most critical to the state's water needs. The three bills, SB 1168 (Pavley) SB 1319 (Pavley) and AB 1739 (Dickinson) together makeup the Sustainable Groundwater Management Act. The Sustainable Groundwater Management Act comprehensively reforms groundwater management in California. The intent of the Act is to place management at the local level, although the state may intervene to manage basins when local agencies fail to take appropriate responsibility. The Act provides authority for local agency management of groundwater and requires creation of groundwater sustainability agencies and implementation of plans to achieve groundwater sustainability within basins of high and medium priority.

3.10.3 Impact Assessment/Environmental Consequences:

- a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?*

Most of the City's public water supply comes from the Feather River. The water is pumped from the river to the Water Treatment Plant located in northern Yuba City. The plant also sometimes utilizes a groundwater well in addition to surface water supplies due to recent drought conditions. Since the new residences will only receive water through the City system, it is unlikely that the Project could degrade the water quality in the City system.

All of the wastewater generated by the 179 new residences will flow into the City wastewater treatment facility which is in compliance with all state water discharge standards. The wastewater from the residences is not expected to generate any unique type of waste that would cause the system to become out of compliance with state standards.

All storm water runoff associated with the Project will ultimately drain into the Feather River. The water quality of the stormwater runoff is addressed through General Plan Implementing Policies 8.5-I-1 through

8.5-I-10 which require a wide range of developer and City actions involving coordination with the State Regional Water Quality Control Board, protecting waterways, and following Yuba City's adopted Best Management Practices for new construction.

Additionally, even though the project site is relatively level, during site grading a large storm could result in the loss of topsoil into the City stormwater drainage system. As part of the construction of the subdivision, the development of the site is subject to the National Pollutant Discharge Elimination System. This triggers the preparation of a Stormwater Pollution Prevention Plan (SWPPP) that includes City adopted Best Management Practices designed to prevent sediment and pollutants from contacting stormwaters moving offsite into receiving waters during the construction process. Assuming all necessary permits are acquired, impacts on water quality are anticipated to be less than significant.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impeded sustainable groundwater management of the basin?

All of the new residences that will result from construction of this subdivision will be connected to the City's water system. While consumption of City water will increase with the Project, very little, if any, groundwater will be utilized as the City primarily utilizes surface water supplies in its system.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would:

- i. result in substantial erosion or siltation on- or off-site?*
- ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?*
- iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

There will be an increased amount of stormwater drainage caused by new impermeable surfaces created by this development, which will ultimately drain into the Feather River. The Project will be required to construct the local collection facilities and pay the appropriate fees to the City and Sutter County Water Agency for its fair share of improvements and expansion to the existing drainage system that it will be connected too. Also, as noted above, all new construction must involve use of Best Management Practices. Assuming all required standards are met, there is not expected to be any significant impacts from additional storm water drainage from the site.

iv. impede or redirect flood flows?

According to the Federal Emergency Management Agency this portion of the City is outside of the 100-year flood plain. This is due to the existing levee system that contains seasonally high-water flows from the nearby Feather River from flooding areas outside of the levee system. Additional construction within the City that is outside of the levee system does not impact the levee system and therefore does not increase, impede, or otherwise have any effect on the highwater flows within the levee system. Therefore, there is no impact on the high-water flows within the Feather River levee system.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

This portion of the City is outside of the 100-year flood plain. The City is not close to the ocean or any big lakes so a seiche is unlikely to happen in or near the City. The City is located inland from the Pacific Ocean, so people or structures in the City would not be exposed to inundation by a tsunami. Mudflows and landslides are unlikely to happen due to the relatively flat topography within the Project area. Thus, it is unlikely that the Project site would be subject to inundation by a seiche, tsunami, mudflow, or landslide. Therefore, there is no potential for significant impacts from any of these types of events.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

As noted above, all new construction is required to utilize Best Management Practices. Assuming all required standards are met, water quality of runoff water from the Project will not create any significant impacts. The City primarily utilizes surface water for its water source so there will be no significant impacts on groundwater.

3.11 Land Use and Planning

Table 3.11: Land Use and Planning					
Would the project:		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Physically divide an established community?			X	
b)	Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

3.11.1 Environmental Setting/Affected Environment

The 41.36-acre site and neighboring properties have primarily been utilized for agricultural except for several single-family residences interspersed among the orchards. But the General Plan Land Use Element designates this and the neighboring properties to be developed with low density residential and related uses. The site is bordered on both the north and west sides (across Lincoln Road and George Washington Boulevard) by unincorporated property even though they are within the Yuba City Sphere of Influence, are within the City's General Plan area, and are planned for urban development.

3.11.2 Federal Regulatory Setting

There are no federal or state regulations pertaining to land use and planning relevant to the proposed Project.

3.11.3 Local Regulatory Setting

Yuba City General Plan Land Use Element: The Land Use Element of the General Plan establishes guidance for the ultimate pattern of growth in the City's Sphere of Influence. It provides direction regarding how lands are to be used, where growth will occur, the density/intensity and physical form of that growth, and key design considerations.

3.11.4 Impact Assessment/Environmental Consequences:

a) Physically divide an established community?

The transition of the property to residential uses and a park will be a change from the existing agricultural use. However, the Project would not divide an established neighborhood but would provide for expansion of residential uses in the area. Further, this property and the neighboring properties have been planned for and designated by the City for urban uses, as provided in the General Plan. As such this Project would allow for expansion of the community but would not divide an existing community and would therefore be a less than significant impact.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

This single-family residential Project is consistent with the LDR General Plan land use designation. The proposed Project will have a density of approximately 4.7 residences per acre (excludes park property), which is within the permitted range of 2 to 8 residences per acre. The Project will provide its fair share of street improvements, sewer and stormwater system improvements, and parkland dedication, as provided for in the General Plan. The Project is not in conflict with any land use policies which and as such any environmental impacts due to conflicts with policies, programs, or regulations will be less than significant.

3.12 Mineral Resources

Table 3.12: Mineral Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X

3.12.1 Federal Regulatory Setting

There are no federal regulations pertaining to mineral resources relevant to the proposed Project.

3.12.2 State Regulatory Setting

California Surface Mining and Reclamation Act of 1975: Enacted by the State Legislature in 1975, the Surface Mining and Reclamation Act (SMARA), Public Resources Code Section 2710 et seq., insures a continuing supply of mineral resources for the State. The act also creates surface mining and reclamation policy to assure that:

- Production and conservation of minerals is encouraged;
- Environmental effects are prevented or minimized;
- Consideration is given to recreational activities, watersheds, wildlife, range and forage, and aesthetic enjoyment;
- Mined lands are reclaimed to a useable condition once mining is completed; and
- Hazards to public safety both now and in the future are eliminated.

Areas in the State (city or county) that do not have their own regulations for mining and reclamation activities rely on the Department of Conservation, Division of Mines and Geology, Office of Mine Reclamation to enforce this law. SMARA contains provisions for the inventory of mineral lands in the State of California.

The State Geologist, in accordance with the State Board's Guidelines for Classification and Designation of Mineral Lands, must classify Mineral Resource Zones (MRZ) as designated below:

- MRZ-1. Areas where available geologic information indicates that there is minimal likelihood of significant resources.
- MRZ-2. Areas underlain by mineral deposits where geologic data indicate that significant mineral deposits are located or likely to be located.
- MRZ-3. Areas where mineral deposits are found but the significance of the deposits cannot be evaluated without further exploration.
- MRZ-4. Areas where there is not enough information to assess the zone. These are areas that have unknown mineral resource significance.

SMARA only covers mining activities that impact or disturb the surface of the land. Deep mining (tunnel) or petroleum and gas production is not covered by SMARA.

3.12.3 Impact Assessment/Environmental Consequences:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

See b) below.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The Yuba City General Plan does not recognize any mineral resource zone within the City limits, and no mineral extraction facilities currently exist within the City. Because of this the property contains no known mineral resources and there is little opportunity for mineral resource extraction. Additionally, the site

has nearby residential uses, which generally is considered incompatible with mineral extraction facilities. As such the Project will not have an impact on mineral resources.

3.13 Noise

Table 3.13: Noise				
Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive ground borne vibration or ground borne noise levels?		X		
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people be residing or working in the project area to excessive noise levels?				X

3.13.1 Environmental Setting/Affected Environment for Noise

Noise can be generally defined as unwanted sound. Sound, traveling in the form of waves from a source, exerts a sound pressure level (referred to as sound level) which is measured in decibels (dB), with 0 dB corresponding roughly to the threshold of human hearing and 120 to 140 dB corresponding to the threshold of pain.

Sound pressure fluctuations can be measured in units of hertz (Hz), which correspond to the frequency of a particular sound. Typically, sound does not consist of a single frequency, but rather a broad band of frequencies varying in levels of magnitude (sound power). The sound pressure level, therefore, constitutes the additive force exerted by a sound corresponding to the frequency/sound power level spectrum.

The typical human ear is not equally sensitive to all frequencies of the audible sound spectrum. As a consequence, when assessing potential noise impacts, sound is measured using an electronic filter that de-emphasizes the frequencies below 1,000 Hz and above 5,000 Hz in a manner corresponding to the human ear's decreased sensitivity to low and extremely high frequencies instead of the frequency mid-range. This method of frequency weighting is referred to as A-weighting and is expressed in units of A-weighted decibels (dBA). Frequency A-weighting follows an international standard methodology of frequency de-emphasis and is typically applied to community noise measurements.

Noise exposure is a measure of noise over a period of time. Noise level is a measure of noise at a given instant in time. Community noise varies continuously over a period of time with respect to the

contributing sound sources of the community noise environment. Community noise is primarily the product of many distant noise sources, which constitute a relatively stable background noise exposure, with the individual contributors unidentifiable. The background noise level changes throughout a typical day, but does so gradually, corresponding with the addition and subtraction of distant noise sources such as traffic and atmospheric conditions. What makes community noise constantly variable throughout a day, besides the slowly changing background noise, is the addition of short duration single event noise sources (e.g., aircraft flyovers, motor vehicles, sirens), which are readily identifiable to the individual receptor. These successive additions of sound to the community noise environment vary the community noise level from instant to instant, requiring the measurement of noise exposure over a period of time to legitimately characterize a community noise environment and evaluate cumulative noise impacts.

3.13.2 Environmental Setting/Affected Environment for Groundborne Vibration

Vibration is the periodic oscillation of a medium or object. Vibration sources may be continuous, such as factory machinery, or transient, such as explosions. As is the case with airborne sound, ground borne vibrations may be described by amplitude and frequency. Vibration amplitudes are usually expressed in peak particle velocity (PPV), or root mean squared (RMS), as in RMS vibration velocity. The PPV and RMS (VbA) vibration velocity are normally described in inches per second (in/sec). PPV is defined as the maximum instantaneous positive or negative peak of a vibration signal and is often used in monitoring of blasting vibration because it is related to the stresses that are experienced by buildings.

Although PPV is appropriate for evaluating the potential for building damage, it is not always suitable for evaluating human response. As it takes some time for the human body to respond to vibration signals, it is more prudent to use vibration velocity when measuring human response. The typical background vibration velocity level in residential areas is approximately 50 VdB. Groundborne vibration is normally perceptible to humans at approximately 65 VdB. For most people, a vibration-velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels.

Typical outdoor sources of perceptible ground borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. Construction vibrations can be transient, random, or continuous. The approximate threshold of vibration perception is 65 VdB, while 85 VdB is the vibration acceptable only if there are an infrequent number of events per day.

3.13.3 Federal Regulatory Setting

Federal Vibration Policies: The Federal Railway Administration (FRA) and the Federal Transit Administration (FTA) have published guidance relative to vibration impacts. According to the FRA, fragile buildings can be exposed to ground-borne vibration levels of 90 VdB without experiencing structural damage. The FTA has identified the human annoyance response to vibration levels as 75 VdB.

3.13.4 State Regulatory Setting

California Noise Control Act: The California Noise Control Act was enacted in 1973 (Health and Safety Code §46010 et seq.), and states that the Office of Noise Control (ONC) should provide assistance to local communities in developing local noise control programs. It also indicates that ONC staff would work with the Department of Resources Office of Planning and Research (OPR) to provide guidance for the preparation of the required noise elements in city and county General Plans, pursuant to Government Code § 65302(f). California Government Code § 65302(f) requires city and county general plans to include

a noise element. The purpose of a noise element is to guide future development to enhance future land use compatibility.

Title 24 – Sound Transmission Control: Title 24 of the California Code of Regulations (CCR) codifies Sound Transmission Control requirements, which establishes uniform minimum noise insulation performance standards for new hotels, motels, dormitories, apartment houses, and dwellings other than detached single-family dwellings. Specifically, Title 24 states that interior noise levels attributable to exterior sources shall not exceed 45 dBA CNEL in any habitable room of new dwellings. Title 24, Part 2 requires an acoustical report that demonstrates the achievements of the required 45 dBA CNEL. Dwellings are designed so that interior noise levels will meet this standard for at least ten years from the time of building permit application.

3.13.5 Local Regulatory Setting

The **City of Yuba City General Plan** presents the vision for the future of Yuba City and outlines several guiding policies and policies relevant to noise.

The following goals and policies from the City of Yuba City General Plan are relevant to noise.

Guiding Policies

- 9.1-G-1 Strive to achieve an acceptable noise environment for the present and future residences of Yuba City.
- 9.1-G-2 Incorporate noise considerations into land use planning decisions and guide the location and design of transportation facilities to minimize the effects of noise on adjacent land uses.
- Implementing Policies
- 9.1-I-1 Require a noise study and mitigation for all projects that have noise exposure greater than “normally acceptable” levels. Noise mitigation measures include, but are not limited to, the following actions:
 - Screen and control noise sources, such as parking and loading facilities, outdoor activities, and mechanical equipment,
 - Increase setbacks for noise sources from adjacent dwellings,
 - Retain fences, walls, and landscaping that serve as noise buffers,
 - Use soundproofing materials and double-glazed windows, and
 - Control hours of operation, including deliveries and trash pickup, to minimize noise impacts.
- 9.1-I-3 In making a determination of impact under the California Environmental Quality Act (CEQA), consider an increase of four or more dBA to be “significant” if the resulting noise level would exceed that described as normally acceptable for the affected land use in Figure 5.
- 9.1-I-4 Protect especially sensitive uses, including schools, hospitals, and senior care facilities, from excessive noise, by enforcing “normally acceptable” noise level standards for these uses.
- 9.1-I-5 Discourage the use of sound walls. As a last resort, construct sound walls along highways and arterials when compatible with aesthetic concerns and neighborhood character. This would be a developer responsibility.

- 9.1-I-6 Require new noise sources to use best available control technology (BACT) to minimize noise from all sources.
- 9.1-I-7 Minimize vehicular and stationary noise sources and noise emanating from temporary activities, such as construction.

Table 1: Noise Exposure

LAND USE CATEGORY	COMMUNITY NOISE EXPOSURE - Ldn or CNEL (dBA)											
	50	55	60	65	70	75	80					
Residential – Low Density Single Family, Duplex, Mobile Home												
Residential – Multi-Family												
Transient Lodging – Motel/Hotel												
Schools, Libraries, Churches, Hospitals, Nursing Homes												
Auditorium, Concert Hall, Amphitheaters												
Sports Arena, Outdoor Spectator Sports												
Playgrounds, Neighborhood Parks												
Golf Courses, Riding Stables, Water Recreation, Cemeteries												
Office Buildings, Business, Commercial and Professional												
Industrial, Manufacturing, Utilities, Agriculture												
	Normally Acceptable: Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.											
	Conditionally Acceptable: New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features are included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.											

	Normally Unacceptable: New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirement must be made and needed noise insulation features included in the design.
	Clearly Unacceptable: New construction or development generally should not be undertaken.
Source: State of California, Governor's Office of Planning and Research, 2003. General Plan Guidelines.	

City of Yuba City Municipal Code: Title 4, Chapter 17, Section 4-17.10(e) of the Yuba City Municipal Code prohibits the operation of noise-generating construction equipment before 6:00 a.m. or after 9:00 p.m. daily, except Sunday and State or federal holidays when the prohibited time is before 8:00 a.m. and after 9:00 p.m.

3.13.6 Impact Assessment/Environmental Consequences:

- a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies established in the local general plan or noise ordinance, or applicable standards of other agencies?*

The proposed project will result in the establishment of 179 single family residential lots and a 2.65-acre park. The project site is within the boundaries of the former Lincoln East Specific Plan (LESP) where an Environmental Impact Report (EIR) was previously adopted (SCH# 2006082094). The project site is adjacent to existing developed homes and agricultural uses.

Temporary increase in noise will occur during construction of the subdivision and home construction that would follow, which will primarily occur during daylight hours, Monday through Saturday. Noise from construction activities would contribute to the noise environment in the immediate project vicinity. This could have an impact on existing nearby residences. Activities involved in construction could generate maximum noise levels, as indicated in Table 2, ranging from 79 to 91 dBA at a distance of 50 feet, without feasible noise control (e.g., mufflers) and ranging from 75 to 80 dBA at a distance of 50 feet, with feasible noise control. However, due to the limited duration of the construction activities, that the construction will occur during the less sensitive daylight hours and, considering the distance between the construction area and the existing residences, the noise effects from this activity are expected to be less than significant.

Table 1: Noise Levels of Typical Construction		
Type of Equipment ⁽¹⁾	dBA at 50 ft.	
	Without Feasible Noise Control ⁽²⁾	With Feasible Noise Control
Dozer or Tractor	80	75
Excavator	88	80
Scraper	88	80
Front End Loader	79	75
Backhoe	85	75
Grader	85	75
Truck	91	75
⁽¹⁾ US Environmental Protection Agency. "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances." Figure IV.H-4. 1971.		
⁽²⁾ Feasible noise control includes the use of intake mufflers, exhaust mufflers and engine shrouds operating in accordance with manufacturers specifications		

The LESP EIR identified traffic noise impacts on the residences near Lincoln Road and George Washington Boulevard. But the EIR also provides that the use of six-foot high masonry walls along the exterior boundaries which is what is proposed. Therefore, the noise level is expected to be within acceptable levels in the new residential neighborhood. Once constructed the single-family residences are generally not considered to be significant noise generators.

The City's Municipal Code requires that project construction activities be limited to the hours of 6:00 a.m. to 9:00 p.m. Monday through Saturday, and the hours of 8:00 a.m. to 9:00 p.m. on Sundays and state and federal holidays. Noise produced from construction-related activities is exempt from the exterior noise limits set by the City's Municipal Code. The LESP EIR explained that compliance with the noise ordinance is adequate mitigation to reduce the impact to a less than significant level. However, because construction activities could expose occupants of adjacent uses to high levels of noise during the day, the LESP recommended the following mitigation measures to further reduce potential noise associated with construction.

Implementation of the following mitigation measure will reduce exposure of occupants on and off the project site to noise associated with project construction to the maximum extent feasible. Mitigation Measures NOI 1, which is also Mitigation Measure 4.9-1 of the LESP EIR, will ensure maximum reduction of noise impacts on receptors near the construction areas by shielding construction activities and staging construction equipment away from residential, and school uses, limiting construction hours to daytime hours, and use of exhaust and intake silencers on construction equipment. Staff has updated subsection (a) of this mitigation measure to clarify it applies to development on parcels less than 50-feet from existing noise sensitive uses because the original measure was unclear on its applicability. Additionally, it is recommended in subsection (f) that the notification requirement be reduced from 500-feet to 300-feet to coincide with existing public noticing requirements for projects. These measures will assist to reduce the exposure of occupants both on and off the project site to the maximum extent feasible; thus, this impact would remain less than significant.

b) Generation of excessive ground borne vibration or ground borne noise levels?

Project construction activities have the potential to generate vibration associated with impact equipment such as jackhammers and the operation of heavy-duty construction equipment such as trucks and bulldozers, jackhammers. Table 3 below shows typical vibration levels for construction equipment.

Table 2: Typical Construction Levels	
Equipment ⁽¹⁾	VdB at 25 ft2
Small Bulldozer	58
Vibratory Roller	94
Jackhammer	79
Loaded Trucks	86
⁽¹⁾ US Environmental Protection Agency. "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances." Figure IV.H-4. 1971.	

Vibration can damage buildings constructed of reinforced concrete, steel, or timber; however, vibration significance is oriented toward avoiding sleep disturbance in residential areas; Based on the information presented the LESP EIR and specifically Table 4.9-7 and Table 4.9-10, vibration levels at residences nearest construction equipment would be expected to exceed the 80 VdB impact criterion for "infrequent"

vibration events⁷ associated with Land Use Category 2 (residences and buildings where people normally sleep).

Based on the estimated vibration levels of construction equipment, only equipment such as a large bulldozer and loaded truck would produce a vibration level above 80 VdB at 25 feet from the source. At 50 feet from the source, the vibration levels from typical construction equipment are not above the FTA's 80 VdB ground borne vibration impact criteria. Construction activities would be limited to the daytime hours between 6:00 AM and 9:00 PM in accordance with the Yuba City Municipal Code; thus, construction activities would not occur during normal sleep hours. However, vibration levels still have the potential to interfere with sleep within the residences or other sensitive buildings during construction hours and could be above the acceptable vibration levels for infrequent events at residential land uses (80 VdB) if within 25 feet of the receptor.

Because construction of the proposed project could expose sensitive receptors to excessive ground borne vibration levels above the Federal Transportation Administration's (FTA) vibration impact criteria, this would be a potentially significant impact.

To address this potential impact, the LESP EIR recommended a mitigation measure that if construction equipment is located at least 50 feet from sensitive receptors, such as residential uses or other land uses where people normally sleep, ground borne vibration levels would be kept below the FTA's vibration impact criteria of 80 VdB for infrequent events. Although this mitigation is well intentioned, build-out of subsequent adjacent projects, where there is no intervening road, make this mitigation measure infeasible because equipment used for compacting and grading would be prohibited from working in adjoining project back yard area or near common property lines. As a result, staff proposes to amend this mitigation measure to reduce this distance to 20-feet so that subsequent adjoining subdivisions can build out. Implementation of this mitigation measure will assist to limit the amount of sleep disturbance to occur during construction hours by excessive ground borne vibration levels reducing the impact to a less-than significant level.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The Project is not located within two miles of the Sutter County Airport and the Yuba County Airport nor is it near any other public airport or public use airport. Since the Project is not impacted by airport noise, there should be no potential for any significant impacts from any airport activity.

3.13.7 Noise Mitigation Measures

Noise Mitigation Measure 1: The project contractor(s) shall ensure that the following measures are implemented during all phases of project construction:

- a) Whenever construction occurs on parcels less than 50-feet from residential buildings where people normally sleep, schools or other sensitive uses, when it occurs during later project stages on parcels near residential and other noise-sensitive uses built on-site during earlier project stages, temporary barriers shall be constructed around the construction sites to shield the ground floor and lower stories of the noise-sensitive uses. These barriers shall be of ¾-inch Medium Density Overlay (MDO) plywood sheeting, or other material of equivalent utility and appearance, and shall achieve a Sound Transmission Class of STC-30, or greater, based on

certified sound transmission loss data taken according to ASTM Test Method E90. The barrier shall not contain any gaps at its base or face, except for site access and surveying openings. The barrier height shall be designed to break the line-of-sight and provide at least a 5-dBA insertion loss between the noise producing equipment and the upper-most story of the adjacent noise-sensitive uses. If, for practical reasons, which are subject to the review and approval of the City, a barrier cannot be built to provide noise relief to the upper stories of nearby noise-sensitive uses, then it must be built to the tallest feasible height.

- b) Construction equipment staging areas shall be located as far as possible from residential areas while still serving the needs of construction contractor(s).
- c) High noise activities, such as jackhammers, drills, impact wrenches and other generators of sporadic high noise peaks, shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, unless it can be proved to the satisfaction of the City that the allowance of work outside these hours and dates would not adversely affect nearby noise-sensitive receptors.
- d) Construction equipment shall be properly muffled and maintained with noise reduction devices to minimize construction-generated noise.
- e) The unnecessary idling of internal combustion engines shall be prohibited.
- f) Residents and businesses within 300 feet of the construction site shall be notified of the construction scheduling in writing.
- g) The construction contractor shall designate a “noise disturbance coordinator” for construction activities. The coordinator shall be responsible for responding to any local complaints regarding construction noise. The coordinator shall determine the cause of the noise complaint (i.e., starting too early, bad muffler, no shielding), and would require that reasonable measures warranted to correct the problem be implemented. A telephone number for the construction coordinator shall be posted at the construction site and be included in the notice sent to neighbors and businesses regarding the construction schedule.

Noise Mitigation Measure 2: The project applicant shall require that all construction contracts include specifications that construction equipment remain a minimum of 20 feet from residential buildings or other buildings where people normally sleep.

The incorporation of the above mitigation measure will ensure that potential impacts are reduced to a less than significant level.

3.14 Population and Housing

Table 3.14: Population and Housing

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

3.14.1 Environmental Setting/Affected Environment

The Project would be a planned extension of residential uses into an agricultural area. The property is abutted by agricultural uses but for which are also designated in the General Plan for urban type uses.

3.14.2 Federal Regulatory Setting

There are no federal regulations, plans, programs, or guidelines associated with population or housing that are applicable to the proposed Project.

3.14.3 State Regulatory Setting

California law (Government Code Section 65580, et seq.) requires cities and counties to include a housing element as a part of their general plan to address housing conditions and needs in the community. Housing elements are prepared approximately every eight years, following timetables set forth in the law. The housing element must identify and analyze existing and projected housing needs and “make adequate provision for the existing and projected needs of all economic segments of the community,” among other requirements. The City recently adopted its current Housing Element.

3.14.4 Regional Regulatory Setting

State law mandates that all cities and counties offer a portion of housing to accommodate the increasing needs of regional population growth. The statewide housing demand is determined by the California Department of Housing and Community Development (HCD), while local governments and councils of governments decide and manage their specific regional and jurisdictional housing needs and develop a regional housing needs assessment (RHNA).

In the greater Sacramento region, which includes the City of Yuba City, SACOG has the responsibility of developing and approving an RHNA and a Regional Housing Needs Plan (RHNP) every eight years (Government Code, Section 65580 et seq.). This document has a central role of distributing the allocation of housing for every county and city in the SACOG region. Housing needs are assessed for very low income, low income, moderate income, and above moderate households.

As described above, SACOG is the association of local governments that includes Yuba City, along with other jurisdictions comprising the six counties in the greater Sacramento region. In addition to preparing the Metropolitan Transportation Plan and Sustainable Communities Strategy for the region, SACOG approves the distribution of affordable housing in the region through its RHNP. SACOG also assists in planning for transit, bicycle networks, clean air and serves as the Airport Land Use Commission for the region.

3.14.5 Impact Assessment/Environmental Consequences:

- a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

The proposed Project will result in 179 single-family residences and a City park. This is on property that is mostly surrounded by agricultural uses. Single-family residential development has been planned for this property and neighboring properties since at least the adoption of the General Plan in 2004. As this property and neighboring properties have been planned for development for many years, this Project will not induce unplanned growth to the area, and as a result the impacts from unplanned growth will be less than significant.

- b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

The proposed Project will result in the demolition of one single-family residence. As an offset the Project proposes to construct 179 new single-family residences. As such the loss of the residence will be a less than significant impact.

3.15 Public Services

Table 3.15: Public Services				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?			X	
ii) Police protection?			X	
iii) Schools?			X	
iv) Parks?			X	
v) Other public facilities?			X	

3.15.1 Environmental Setting/Affected Environment

Law enforcement for the proposed new housing will be provided by the Yuba City Police Department. Fire protection is provided by the Yuba City Fire Department. Nearby parks and other urban services that will be utilized by new residents, including streets, water, and sewer. Stormwater drainage will also be provided by Yuba City.

3.15.2 Federal Regulatory Setting

National Fire Protection Association: The National Fire Protection Association (NFPA) is an international nonprofit organization that provides consensus codes and standards, research, training, and education on fire prevention and public safety. The NFPA develops, publishes, and disseminates more than 300 such codes and standards intended to minimize the possibility and effects of fire and other risks. The NFPA publishes the NFPA 1, Uniform Fire Code, which provides requirements to establish a reasonable level of fire safety and property protection in new and existing buildings.

3.15.3 State Regulatory Setting

California Fire Code and Building Code: The 2013 California Fire Code (Title 24, Part 9 of the California Code of Regulations) establishes regulations to safeguard against hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises. The Fire Code also establishes requirements intended to provide safety and assistance to fire fighters and emergency responders during emergency operations. The provision of the Fire Code includes regulations regarding fire-resistance rated construction, fire protection systems such as alarm and sprinkler systems, fire service features such as fire

apparatus access roads, fire safety during construction and demolition, and wildland urban interface areas.

California Health and Safety Code (HSC): State fire regulations are set forth in Sections 13000 et seq. of the California HSC, which includes regulations for building standards (as set forth in the CBC), fire protection and notification systems, fire protection devices such as extinguishers, smoke alarms, childcare facility standards, and fire suppression training.

California Master Mutual Aid Agreement: The California Master Mutual Aid Agreement is a framework agreement between the State of California and local governments for aid and assistance by the interchange of services, facilities, and equipment, including but not limited to fire, police, medical and health, communication, and transportation services and facilities to cope with the problems of emergency rescue, relief, evacuation, rehabilitation, and reconstruction.

3.15.4 Impact Assessment/Environmental Consequences:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection: The Fire Department reviewed the proposal and did not express concerns. Since all new housing development pays development impact fees intended to offset the cost of additional fire facilities and equipment costs resulting from this growth, the impacts on fire services will be less than significant.

Police Protection: The Police Department reviewed the proposal and did not express concerns. Since all new housing development pays impact fees that intended to offset the cost of additional police facilities and equipment resulting from this growth the impacts on police services will be less than significant.

Schools: New residences will pay the Yuba City Unified School District adopted school impact fees that are intended to provide the new resident's fair share for expanded or new educational facilities needed to accommodate this new growth. Therefore, the impact on schools will be less than significant.

Parks: The Project proposes to dedicate almost three acres for a City park site, as provided in the General Plan, as well as completing all of the associated right-of-way improvements, as well as paying City development impact fees for parks and recreation. As this will offset any additional park usage generated by this Project, the impact on parks from this Project will be less than significant.

Other Public Facilities: The Project will be connected to City water and wastewater systems. Each new residential connection to those systems must pay connection fees that are utilized for expansion of the respective treatment plants. The City also collects development impact fees for County services that are provided to the new residences, such as the library system and justice system.

Accordingly, the Project's impacts on the provision of public services will be less than significant.

3.16 Recreation

Table 3.16: Recreation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		X		
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

3.16.1 Environmental Setting/Affected Environment

Yuba City has 22 City-owned parks and recreational areas, managed by the City's Parks and Recreation Department. This consists of four community parks, 15 neighborhood parks, and three passive or mini parks.

3.16.2 Federal Regulatory Setting

There are no federal regulations regarding parks and open space that are applicable to the proposed Project.

3.16.3 State Regulatory Setting

State Public Park Preservation Act: The primary instrument for protecting and preserving parkland is the Public Park Preservation Act of 1971. Under the PRC section 5400-5409, cities and counties may not acquire any real property that is in use as a public park for any non-park use unless compensation or land, or both, are provided to replace the parkland acquired. This provides no net loss of parkland and facilities.

Quimby Act: California Government Code Section 66477, referred to as the Quimby Act, permits local jurisdictions to require the dedication of land and/or the payment of in-lieu fees solely for park and recreation purposes. The required dedication and/or fee are based upon the residential density and housing type, land cost, and other factors. Land dedicated and fees collected pursuant to the Quimby Act may be used for developing new or rehabilitating existing park or recreational facilities.

3.16.4 Local Regulatory Setting

The Yuba City General Plan and the City's Parks Master Plan provide a goal of providing 5 acres of public parkland per 1,000 residents, while it also requires 1 acre of Neighborhood Park for every 1,000 residents. The City's development impact fee program collects fees for new development which is allocated for the acquisition and development of open space in the City.

3.16.5 Impact Assessment/Environmental Consequences:

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

The 179 new residences that will be constructed as a result of this subdivision will incrementally increase the use of City parks. However, the Project will dedicate almost three acres for parkland and will pay park related development impact fees. The park land dedication as well as the fees that are utilized for new or expanding City parks and will mitigate any incremental impacts on recreational facilities. Implementation of the mitigation measure will reduce any potential impact to a less than significant level.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?*

The Project proposes to dedicate land for a future City park site. The park site was considered in all sections of this in this environmental document for its potential impacts, which were considered to be less than significant.

3.16.6 Recreation Mitigation Measures

Recreation Mitigation Measure 1: Development of the neighborhood park shall be consistent with the approved Development Agreement.

3.17 Transportation/Traffic

Table 3.17: Transportation Recreation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?		X		
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

3.17.1 Federal Regulatory Setting

Federal Highway Administration: FHWA is the agency of the U.S. Department of Transportation (DOT) responsible for the Federally funded roadway system, including the interstate highway network and portions of the primary State highway network. FHWA funding is provided through the Safe, Accountable, Flexible, Efficiency Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA- LU can be used

to fund local transportation improvement projects, such as projects to improve the efficiency of existing roadways, traffic signal coordination, bikeways, and transit system upgrades.

Several federal regulations govern transportation issues. They include:

- Title 49, CFR, Sections 171-177 (49 CFR 171-177), governs the transportation of hazardous materials, the types of materials defined as hazardous, and the marking of the transportation vehicles.
- Title 49 CFR 350-399, and Appendices A-G, Federal Motor Carrier Safety Regulations, address safety considerations for the transport of goods, materials, and substances over public highways.

3.17.2. State Regulatory Setting

The measurement of the impacts of a project's traffic is set by the CEQA Guidelines. Section 15064.3 of the Guidelines states that vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts. VMT is a metric which refers to the amount of distance of automobile traffic that is generated by a project. Per the Guidelines "Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact." "Projects that decrease vehicle miles traveled compared to existing conditions should be presumed to have a less than significant environmental impact."

The CEQA Guidelines also states that the lead agency (Yuba City) may "choose the most appropriate methodology to evaluate a project's vehicle miles traveled ...". As this is a new form of calculating significant traffic events, the City has not yet determined its own methodology to calculate levels of significance for VMT. Until that methodology is determined, for purposes of this initial study the information provided by the Sacramento Council of Governments (SACOG) and the CA Office of Planning and Research is utilized. A review of these studies indicates several factors that may be utilized for determining levels of significance. One is that if the project will generate less than 110 vehicle trips per day, it is assumed that with the small size of the project, the impact is less than significant. A second criteria is that for a project, on a per capita or per employee basis, the VMT will be at least 15 percent below that of existing development is a reasonable threshold for determining significance.

As this is a new methodology, future projects may utilize different criterion as they become available.

3.17.3. Local Regulatory Setting

The Yuba City General Plan Transportation Element has policies regulating all mode of transportation and related activities. Specifically, there are Implementing Policies regarding Traffic Levels of Service that are relevant to the Project review process:

5.2-I-12 Develop and manage the roadway system to obtain LOS D or better for all major roadways and intersections in the City. This policy does not extend to residential streets (i.e., streets with direct driveway access to homes) or bridges across the Feather River nor does the policy apply to state highways and their intersections, where Caltrans policies apply. Exceptions to LOS policy may be allowed by the City Council in areas, such as downtown, where allowing a lower LOS would result in clear public benefits. Specific exceptions granted by the Council shall be added to the list of exceptions below:

- SR 20 (SR 99 to Feather River Bridge) – LOS F is acceptable;
- SR 20 (Feather River Bridge) – LOS F is acceptable;

- Bridge Street (Twin Bridges across the Feather River) – LOS F is acceptable;
- Lincoln Road (New bridge across the Feather River) - LOS F is acceptable.

No new development will be approved unless it can be shown that required level of service can be maintained on the affected roadways.

5.2-I-13 Develop and manage residential streets (i.e., streets with direct driveway access to homes) to limit average daily traffic volumes to 2,500 or less and 85th percentile speeds to 25 miles per hour or less.

5.2-I-14 Require traffic impact studies for all proposed new developments that will generate significant amounts of traffic.

Specific thresholds will be based on location and project type, and exceptions may be granted where traffic studies have been completed for adjacent development.

5.2-I-15 Improve intersections as needed to maintain LOS standards and safety on major arterials.

3.17.4. Impact Assessment/Environmental Consequences:

a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

The original traffic analysis prepared for the LESP EIR concluded that development of the specific plan area would require major street improvements to the General Plan level streets within the plan area and nearby. The study determined that those impacts would be significant without major improvements of those streets. Mitigation a fair share of improvements was included in the LESP, primarily for street intersections. All projects would make fair share contributions. Even though the specific plan was rescinded, the land use densities and intensities remained the same, so the impacts on the street system is assumed to be the same. For this Project a follow-up traffic review was prepared (Focused Traffic Impact Analysis, Sohal Ranch Subdivision, LESP Mitigation Review, prepared by MHM Incorporated, April 17, 2023 – copy attached to this study). The study considered all of the original relevant intersection improvements with today's City adopted traffic impact fees. Most of those intersection improvements have since been included in the City impact fee program which the Project will automatically pay into on a per-residential building permit basis, and no longer needs to be included as mitigation measures for the Project. This includes:

- Franklin Road/Harding Road
- Franklin Road/Walton Avenue
- Bogue Road Walton Avenue
- Franklin Road/George Washington Blvd.
- Lincoln Road/SR 99
- Franklin Road/Harding Road
- Lincoln Road/Harter Parkway

There are several items that are not within the citywide traffic impact fee program for which fair share mitigation is needed. This includes:

- Bogue Road/Sanborn Road
- Lincoln Road/Sanborn Road
- To provide public transit service and park and ride program for the LESP area.

Mitigation Measures provided below will mitigate this potential impact to less than significant.

3.17.5 Transportation Mitigation Measure

Traffic Mitigation Measure 1: The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components.

- Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours.
- Demand-responsive service meeting ADA paratransit requirements in the plan area.
- Expansion of peak period (AM and PM) weekday commuter bus service to downtown Sacramento.
- Expansion of park-and-ride space.

Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding.

Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding.

Traffic Mitigation Measure 2: For Bogue Road/Sanborn Road - until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.

Traffic Mitigation Measure 3: Lincoln Road Sanborn Road, until this intersection is added to the City's Traffic Impact Fee Study Program the project applicant shall pay a fair share to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

This CEQA section describes specific considerations for evaluating a project's transportation impacts in terms of Vehicle Miles Traveled (VMT). SACOG, in "Technical Advisory: On Evaluating Transportation Impacts in CEQA" provides two criteria for which if the project meets either of them, the traffic impacts are considered less than significant. One criterion is that the project generates less than 110 vehicle trips

per day is considered to be less than a significant impact. The Project will exceed this criterion, so it is not further considered in this review. The second criterion is that if a project, on a per capita or per employee basis, the VMT will be at least 15 percent below that of existing development is a reasonable threshold for determining significance. SACOG also has released a draft document (SB 743 regional screening maps) that provides mapping data indicating the average miles traveled for different areas within and around Yuba City. The range of the categories are:

- Less than 50% of regional average.
- 50-85% of regional average.
- 85-100% of the regional average.
- 115-150% of the regional average.
- More than 150% of the regional average.

Per the SACOG maps, for this area under consideration, the estimated average vehicle distance traveled per residence is in the 50-85% range of the norm. In other words, per the SACOG regional screening maps, this subdivision is located in an area that meets the 15 percent vehicle trip reduction criteria. Thus, the transportation impacts from this subdivision are consistent with CEQA Guidelines Section 15063.4(b) and it follows that the traffic impacts generated by this Project are considered to be less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The primary intersection impacted by the Project is the Lincoln Road/George Washington Boulevard intersection. The Project will also be creating two new local street intersections onto those roads. Per the Public Works Department, the improvements made to the Lincoln Road/George Washington Boulevard intersection and the new local street intersections as a result of this Project will meet all City standards those intersections. As such impacts due to inadequate geometric design will be less than significant.

d) Result in inadequate emergency access?

The Fire Department and Police Departments have reviewed the proposed subdivisions. They did not express concerns about emergency access to the property. As such, with the improvements to Lincoln Road and George Washington Boulevard, as well as payment of traffic impact fees for other street improvements, the impacts on providing emergency access to all nearby areas is less than significant.

3.18 Tribal Cultural Resources

Table 3.18: Tribal Cultural Resources				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause of substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or		X		
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

3.18.1 Federal Regulatory Setting

This section describes the affected environment and regulatory setting for Tribal Cultural Resources (TCRs) in the Master Plan. The following analysis of the potential environmental impacts related to TCRs is derived primarily from the following sources:

- California Native American Heritage Commission Sacred Lands File Search, December 11, 2017
- Ethnographic overview of the Nisenan culture
- Environmental Impact Report for the City of Yuba City General Plan (2004)
- Consultation record with California Native American tribes under Assembly Bill 52 and Senate Bill 18.

3.18.2 State Regulatory Setting

Assembly Bill 52: Effective July 1, 2015, Assembly Bill 52 (AB 52) amended CEQA to require that: 1) a lead agency provide notice to any California Native American tribes that have requested notice of projects proposed by the lead agency; and 2) for any tribe that responded to the notice within 30 days of receipt with a request for consultation, the lead agency must consult with the tribe. Topics that may be addressed during consultation include TCRs, the potential significance of project impacts, type of environmental document that should be prepared, and possible mitigation measures and project alternatives.

Pursuant to AB 52, Section 21073 of the Public Resources Code defines California Native American tribes as “a Native American tribe located in California that is on the contact list maintained by the NAHC for the

purposes of Chapter 905 of the Statutes of 2004.” This includes both federally and non-federally recognized tribes.

Section 21074(a) of the Public Resource Code defines TCRs for the purpose of CEQA as:

- 1) Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - a. included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
 - b. included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
 - c. a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

Because criteria a and b also meet the definition of a Historical Resource under CEQA, a TCR may also require additional consideration as a Historical Resource. TCRs may or may not exhibit archaeological, cultural, or physical indicators.

Recognizing that California tribes are experts in their TCRs and heritage, AB 52 requires that CEQA lead agencies initiate consultation with tribes at the commencement of the CEQA process to identify TCRs. Furthermore, because a significant effect on a TCR is considered a significant impact on the environment under CEQA, consultation is required to develop appropriate avoidance, impact minimization, and mitigation measures.

3.18.3 Cultural Setting

The Nisenan (also referred to as Southern Maidu) inhabited the General Plan area prior to large-scale European and Euroamerican settlement of the surrounding area. Nisenan territory comprised the drainages of the Yuba, Bear, and American Rivers, and the lower drainages of the Feather River. The Nisenan, together with the Maidu and Konkow, their northern neighbors, form the Maiduan language family of the Penutian linguistic stock (Shipley 1978:89). Kroeber (1976:392) noted three dialects: Northern Hill Nisenan, Southern Hill Nisenan, and Valley Nisenan. Although cultural descriptions of this group in the English language are known from as early as 1849, most of our current cultural knowledge comes from various anthropologists in the early part of the 20th century (Levy 1978:413; Wilson and Towne 1978:397).

The basic subsistence strategy of the Nisenan was seasonally mobile hunting and gathering. Acorns, the primary staple of the Nisenan diet, were gathered in the valley along with seeds, buckeye, salmon, insects, and a wide variety of other plants and animals. During the warmer months, people moved to mountainous areas to hunt and collect food resources, such as pine nuts. Bedrock and portable mortars and pestles were used to process acorns. Nisenan settlement patterns were oriented to major river drainages and tributaries. In the foothills and lower Sierra Nevada, Nisenan located their villages in large flats or ridges near major streams. These villages tended to be smaller than the villages in the valley. (Wilson and Towne 1978:389–390.)

Trade provided other valuable resources that were not normally available in the Nisenan environment. The Valley Nisenan received black acorns, pine nuts, manzanita berries, skins, bows, and bow wood from the Hill Nisenan to their east, in exchange for fish, roots, grasses, shells, beads, salt, and feathers (Wilson and Towne 1978). To obtain, process, and utilize these material resources, the Nisenan had an array of tools to assist them. Wooden digging sticks, poles for shaking acorns loose, and baskets of primarily willow and redbud were used to gather vegetal resources. Stone mortars and pestles were used to process many of the vegetal foods; baskets, heated stones, and wooden stirring sticks were used for cooking. Basalt and obsidian were primary stone materials used for making knives, arrow and spear points, clubs, arrow straighteners, and scrapers. (Wilson and Towne 1978.)

Nisenan settlement locations depended primarily on elevation, exposure, and proximity to water and other resources. Permanent villages were usually located on low rises along major watercourses. Village size ranged from three houses to 40 or 50 houses. Larger villages often had semi-subterranean dance houses that were covered in earth and tule or brush and had a central smoke hole at the top and an entrance that faced east (Wilson and Towne 1978:388). Early Nisenan contact with Europeans appears to have been limited to the southern reaches of their territory. Spanish expeditions intruded into Nisenan territory in the early 1800s. In the two or three years following the gold discovery, Nisenan territory was overrun by immigrants from all over the world. Gold seekers and the settlements that sprang up to support them were nearly fatal to the native inhabitants. Survivors worked as wage laborers and domestic help and lived on the edges of foothill towns. Despite severe depredations, descendants of the Nisenan still live in their original land area and maintain and pass on their cultural identity.

3.18.4 Summary of Native American Consultation

As provided above, AB 52 now requires lead agencies to analyze project impacts on “tribal cultural resources” separately from archaeological resources (PRC § 21074; 21083.09). AB 52 also requires lead agencies to engage in additional consultation procedures with respect to California Native American tribes (PRC § 21080.3.1, 21080.3.2, 21082.3).

In response to AB 52, the City supplied the following Native American tribes with a Project description and map of the proposed Project area and a request for comments:

- United Auburn Indian Community of the Auburn Rancheria
- Yocha Dehe Wintun Nation
- Estom Yomeka Maidu Tribe of the Enterprise Rancheria
- Mechoopda Indian Tribe
- Pakan’yani Maidu of Strawberry Valley
- Mooretown Rancheria of Maidu Indians
- Lone Band of Miwok Indians

3.18.5 Thresholds of Significance

AB 52 established that a substantial adverse change to a TCR has a significant effect on the environment. The thresholds of significance for impacts to TCRs are as follows:

Would the Project cause a substantial adverse change to a TCR, defined in Section 21074 as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a Native American tribe that

are:

- Included or determined to be eligible for inclusion in the California Register of Historical Resources;
- Included in a local register of historical resources as defined in subdivision k of Section 5010.1; and/or
- Determined by the City to be significant, as supported by substantial evidence, including:
 - A cultural landscape with a geographically defined boundary;
 - A historical resource as described in Section 21084.1 (either eligible for or listed on the California Register of Historical Resources or listed on a local registry);
 - A unique archaeological resource as defined in Section 21083.2; and/or
 - A non-unique archaeological resource as defined in Section 21083.2.

In assessing substantial adverse change, the City must determine whether or not the Project will adversely affect the qualities of the resource that convey its significance. The qualities are expressed through integrity. Integrity of a resource is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association [CCR Title 14, Section 4852(c)]. Impacts are significant if the resource is demolished or destroyed or if the characteristics that made the resource eligible are materially impaired [CCR Title 14, Section 15064.5(a)]. Accordingly, impacts to a TCR would likely be significant if the Project negatively affects the qualities of integrity that made it significant in the first place. In making this determination, the City need only address the aspects of integrity that are important to the TCR's significance.

3.18.6 Impact Assessment/Environmental Consequences:

Would the project cause of substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).*

There are no known tribal and cultural resources known to exist on or proximate to the project site and none have been identified (as defined in Section 21074) within the project area. Therefore, no resources listed for or eligible for listing in the California Register of Historical Resources or a local register are present. A mitigation measure has been added to address potential for inadvertent discovery of tribal cultural resources. With this mitigation, this impact is considered less than significant.

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

The UAIC reviewed the cultural study prepared for the LESP EIR. As a result, they concluded that further study was not needed but recommended use of the standard Unanticipated Discoveries Measure be utilized as a mitigation measure. Given the level of previous disturbance within the Project area, it is not

expected that any TCRs would remain. However, during grading and excavation activities, there is a potential to encounter native soils, which may contain undiscovered TCRs. In the unlikely event resources are discovered during ground disturbing activities that are associated with Native American culture, compliance with the TCR Mitigation Measure provided below would reduce the potential impacts to a less than significant level.

3.18.7 Tribal Cultural Mitigation Measure

Tribal Cultural Resources Mitigation 1: Worker Awareness Training. The developer shall ensure that a Worker Education Program is developed and delivered to train equipment operators about cultural resources and training shall be documented. The program shall be designed to inform workers about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and enforcement of penalties and repercussions for non-compliance with the program. Worker education training may be provided either in person or as a DVD with a training binder, prepared by a qualified professional archaeologist and reviewed by the City. The United Auburn Indian Community (UAIC) shall be afforded the option of attending the initial training in person or providing a video segment or information for incorporation into the training that appeals to the contractor's need to be respectful of tribal cultural resources and tribal participation in implementing unanticipated discovery protocols. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training. A copy of the form shall be provided to the City as proof of compliance.

Tribal Cultural Resources Mitigation 2: Avoid and minimize impacts to previously unknown Tribal Cultural Resources. If any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during the initial inspection or during any subsequent construction activities, work shall be suspended within 100 feet of the find, and the construction supervisor shall immediately notify the City representative. If the find includes human remains, then the City shall immediately notify the Sutter County Coroner and the procedures in Section 7050.5 of the California Health and Safety Code and, if applicable, Section 5097.98 of the Public Resources Code, shall be followed. For resources reasonably associated with Native American cultural and for human remains, the City shall coordinate any necessary investigation of the discovery with a UAIC tribal representative and a qualified archaeologist approved by the City. As part of the site investigation and resource assessment, the City shall consult with UAIC to develop, document, and implement appropriate management recommendations, should potential impacts to the resources be found by the City to be significant. Nothing in this measure prohibits the City from considering any comments from other culturally-affiliated Native American tribes that volunteer information to the City during its investigation. Possible management recommendations could include documentation, data recovery, or (if deemed feasible by the City) preservation in place. The contractor shall implement any measures deemed by City staff to be necessary and feasible to avoid, minimize, or mitigate significant effects to the cultural resources, such as the use of a Native American Monitor whenever work is occurring within 100 feet of the discovery of Native American resources, if deemed appropriate by the City.

The types of treatment preferred by UAIC that protects, preserves or restores the integrity of tribal cultural resources may include Tribal Monitoring, or recovery of cultural objects, and reburial of cultural objects or cultural soil that is done in a culturally appropriate manner. Recommendations of the treatment of tribal cultural resources will be documented in the project record. For any recommendations

made by traditionally and culturally affiliated Native American Tribes that are not implemented, a justification for why the recommendation was not followed will be provided in the project record.

3.19 Utilities and Service Systems

Table 3.19: Utilities and Service Systems				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

3.19.1 Environmental Setting/Affected Environment

Wastewater: Yuba City owns, operates, and maintains the wastewater collection, treatment, and disposal system that provides sewer service to approximately 60,000 residents and numerous businesses. The remainder of the residents and businesses in the Yuba City Sphere of Influence (SOI) are currently serviced by private septic systems. In the early 1970s, the City's original sewage treatment plant was abandoned, and the current Wastewater Treatment Facility (WWTF) was constructed.

Water: The water supply source for the City is surface water from the Feather River with use of a backup groundwater well. The City of Yuba City is a public water agency with approximately 18,045 connections. City policy only allows areas within the City limits to be served by the surface water system.

Reuse and Recycling: Solid waste generated in Yuba City is collected by Recology Yuba-Sutter. Recology offers residential, commercial, industrial, electronic, and hazardous waste collection, processing, recycling, and disposal, as well as construction and demolition waste processing, diversion, and transfer to a disposal facility. The City's municipal solid waste is delivered to the Ostrom Road Landfill; a State-permitted solid waste facility that provides a full range of transfer and diversion services. As of June 2021, the Recology Ostrom Road Landfill Remaining Site Net Airspace is 33,764,000 cy; and has a remaining capacity of 21,297,000 tons; and remaining landfill service life is 53 years.

3.19.2 Federal Regulatory Setting

National Pollutant Discharge Elimination System: Discharge of treated wastewater to surface water(s) of the U.S., including wetlands, requires an NPDES permit. In California, the RWQCB administers the issuance of these federal permits. Obtaining a NPDES permit requires preparation of detailed information, including characterization of wastewater sources, treatment processes, and effluent quality. Any future development that exceeds one acre in size would be required to comply with NPDES criteria, including preparation of a Stormwater Pollution Prevention Plan (SWPPP) and the inclusion of BMPs to control erosion and offsite transport of soils.

3.19.3 State Regulatory Setting

State Water Resources Control Board (SWRCB): Waste Discharge Requirements Program. State regulations pertaining to the treatment, storage, processing, or disposal of solid waste are found in Title 27, CCR, Section 20005 et seq. (hereafter Title 27). In general, the Waste Discharge Requirements (WDRs) Program (sometimes also referred to as the “Non-Chapter 15 (Non 15) Program”) regulates point discharges that are exempt pursuant to Subsection 20090 of Title 27 and not subject to the Federal Water Pollution Control Act. Exemptions from Title 27 may be granted for nine categories of discharges (e.g., sewage, wastewater, etc.) that meet, and continue to meet, the preconditions listed for each specific exemption. The scope of the WDRs Program also includes the discharge of wastes classified as inert, pursuant to Section 20230 of Title 27. Several programs are administered under the WDR Program, including the Sanitary Sewer Order and recycled water programs.

Department of Resources Recycling and Recovery (CalRecycle): The Department of Resources Recycling and Recovery (CalRecycle) is the State agency designated to oversee, manage, and track the 76 million tons of waste generated each year in California. CalRecycle develops laws and regulations to control and manage waste, for which enforcement authority is typically delegated to the local government. The board works jointly with local government to implement regulations and fund programs.

The Integrated Waste Management Act of 1989 (PRC 40050 et seq. or Assembly Bill (AB 939, codified in PRC 40000), administered by CalRecycle, requires all local and county governments to adopt a Source Reduction and Recycling Element to identify means of reducing the amount of solid waste sent to landfills. This law set reduction targets at 25 percent by the year 1995 and 50 percent by the year 2000. To assist local jurisdictions in achieving these targets, the California Solid Waste Reuse and Recycling Access Act of 1991 requires all new developments to include adequate, accessible, and convenient areas for collecting and loading recyclable and green waste materials.

Regional Water Quality Control Boards: The primary responsibility for the protection of water quality in California rests with the State Water Resources Control Board (State Board) and nine Regional Water Quality Control Boards. The State Board sets statewide policy for the implementation of state and federal laws and regulations. The Regional Boards adopt and implement Water Quality Control Plans (Basin Plans), which recognize regional differences in natural water quality, actual and potential beneficial uses, and water quality problems associated with human activities.

National Pollutant Discharge Elimination System (NPDES) Permit: As authorized by the Clean Water Act (CWA), the National Pollutant Discharge Elimination System (NPDES) Permit Program controls water pollution by regulating point sources that discharge pollutants into water of the United States. In California, it is the responsibility of Regional Water Quality Control Boards (RWQCB) to preserve and enhance the quality of the state’s waters through the development of water quality control plans and the

issuance of waste discharge requirements (WDRs). WDRs for discharges to surface waters also serve as NPDES permits.

California Department of Water Resources: The California Department of Water Resources (DWR) is a department within the California Resources Agency. The DWR is responsible for the State of California's management and regulation of water usage.

3.19.4 Impact Assessment/Environmental Consequences:

a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

See b) below.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

The Project will connect to both the City's water and wastewater treatment systems. The Yuba City Wastewater Treatment Facility (WWTF) has available capacity to accommodate new growth. The WWTF current permitted capacity is 10.5 mgd (annual average dry weather flow). The existing average influent flow to the WWTF is approximately 6 mgd. The remaining treatment capacity at the WWTF can be used to accommodate additional flow from the future developments.

The City's Water Treatment plant (WTP), for which its primary source of water is from the Feather River, also has adequate capacity to accommodate this Project. The WTP uses two types of treatment systems, conventional and membrane treatment. The permitted capacity of the conventional WTP is 24 million gallons per day (mgd). The membrane treatment system has a permitted capacity of 12 mgd. Water produced from the conventional and the membrane treatment plants are blended for chlorine disinfection. Operating the conventional and membrane treatment facilities provides a total WTP capacity of 36 mgd. The City is permitted to draw 30 mgd from the Feather River. The current maximum day use is 26 mgd. The City also has an on-site water well at the water plant that supplements the surface water when needed.

For both facilities there are City adopted master plans to expand those plants to the extent that they will accommodate the overall growth of the City. Additionally, construction impacts from the installation of utility line extensions to serve the site were analyzed in the LESP EIR.

The ongoing expansions of those plants to accommodate growth beyond this project are funded by the connection fees paid by each new connection. Therefore, the impact on the water and wastewater treatment facilities will be less than significant.

The extension of electric power facilities, natural gas facilities and telecommunication facilities are provided by private companies, none of which have voiced concerns over the extensions of their services to this project site. With these considerations, the impact on these types of facilities is anticipated to be less than significant.

c) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

See Parts a) and b), above.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

See e) below.

e) Comply with federal, state, and local statutes and regulations related to solid waste?

Recology Yuba-Sutter provides solid waste disposal for this region including all of Sutter and Yuba Counties. There is adequate collection and landfill capacity to accommodate the proposed development. Transportation and disposal of all waste due to the proposed project's construction and build-out would be facilitated in accordance with all applicable federal, state and local statutes and regulations. Impacts are considered to be less than significant.

3.20 Wildfire

Table 3.20: Wildfire				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			X	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X	

3.20.1 Environmental Setting/Affected Environment

Wildland fires are an annual hazard in Sutter County, particularly in the vicinity of the Sutter Buttes, and, to a lesser degree due to urbanized development, Yuba City. Wildland fires burn natural vegetation on undeveloped lands and include rangeland, brush, and grass fires. Long, hot, and dry summers with temperatures often exceeding 100°F add to the County's fire hazard. Human activities are the major causes of wildland fires, while lightning causes the remaining wildland fires. Irrigated agricultural areas, which tend to surround Yuba City, are considered a low hazard for wildland fires.

The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program identifies fire threat based on a combination of two factors: 1) fire frequency, or the likelihood of a given area burning, and 2) potential fire behavior (hazard). These two factors are combined in determining the following Fire Hazard Severity Zones: Moderate, High, Very High, Extreme. These zones apply to areas designated as State Responsibility Areas – areas in which the State has primary firefighting responsibility. The project site is not within a State Responsibility Area and therefore has not been placed in a Fire Hazard Severity Zone.

3.20.2 Impact Assessment/ Environmental Consequences

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

As discussed in Section 3.17 of this Initial Study, Project construction is not expected to substantially obstruct emergency vehicles or any evacuations that may occur in the area. Project operations would not obstruct any roadways. Therefore, the impacts of the Project related to emergency response or evacuations would be less than significant.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

The Project site is in a level irrigated agricultural area that is transitioning to urban use. There is little, if any, native vegetation remaining. This type of environment is generally not subject to wildfires near the urban area. In light of this, the exposure of new residents to wildfire is less than significant.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

As discussed above, the site is not near any wildland areas and the Project itself will not create any improvements that potentially could generate wildfire conditions. As such the Project will not be constructing or maintaining wildfire related infrastructure such as fire breaks, emergency water sources, etc. Thus, the Project will not create any potential significant impacts that could result from these types of improvements.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The Project site is in a topographically flat area. There are no streams or other channels that cross the site. As such, it is not expected that people or structures would be exposed to significant risks from changes resulting from fires in steeper areas, including downslope or downstream flooding or landslides. Impacts of the Project related to these issues would be less than significant.

3.21 Mandatory Findings of Significance

Table 3.21: Mandatory Findings of Significance				
Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?		X		
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)			X	
c) Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

3.21.1 Impact Assessment/Environmental Consequences:

- a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?*

The land was stripped many years ago of native vegetation for agricultural uses. Therefore, with the proposed mitigation measure for raptors that may be nesting on the property, the construction of this subdivision will not significantly degrade the quality of the natural environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate an important example of the major periods of California history or prehistory.

The analysis conducted in this Initial Study/Mitigated Negative Declaration results in a determination that the proposed Project, with its mitigation measures, will have a less than significant effect on the local environment.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)*

CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects.

This Project is consistent with the residential densities and policies of the General Plan. As such the traffic generated by the Project is within what was anticipated in the General Plan which considered anticipated future growth of the area. The City has adequate water and wastewater capacity and the Project will be extending those services to the site. Stormwater drainage will also meet all City standards. The City has good development and design standards that will be applied to the subdivision. The loss of agricultural land is cumulative but based on City and County agricultural protection program, the loss is limited to within the urban areas of the cities which is a minor portion of the entire County. The school district has not indicated that they lack capacity to provide proper educational facilities to the new students. The FRAQMD also did not comment that the project would create any significant cumulative impacts on air quality. Therefore, there are no significant impacts that will be individually limited but cumulatively considerable.

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?*

The proposed Project in and of itself would not create a significant hazard to the public or the environment. Construction-related air quality, noise, and hazardous materials exposure impacts would occur for a very short period and only be a minor impact during that time period. Therefore, the proposed Project would not have any direct or indirect significant adverse impacts on humans.

4. Section References and/or Incorporated by Reference

According to Section 15150 of the CEQA Guidelines, an ND may incorporate by reference all or portions of another document that is a matter of public record. The incorporated language will be considered to be set forth in full as part of the text of the ND. All documents incorporated by reference are available for review at, or can be obtained through, the City of Yuba City Development Services Department located at the address provided above. The following documents are incorporated by reference:

MHM Engineering, July 12, 2023, Focused Traffic Impact analysis for Sohal Ranch Subdivision, LESA Mitigation Review.

PBSJ for the City of Yuba City, March 2009, Environmental Impact Report for the Lincoln East specific Plan.

Fehr & Peers, Inc. September 2020. SB 743 Implementation Guidelines for City of Yuba City.

Governor's Office of Planning and Research, November 2017. Technical Advisory on Evaluating Transportation Impacts in CEQA.

Sacramento Area Council of Governments. Hex Maps. Work VMT-2020 MTP/SCS (Adopted).

California Department of Conservation, Division of Land Resource Protection (CDC DLRP). 2014. Farmland Mapping and Monitoring Program – Sutter County Important Farmland 2012. August 2014.

California Department of Conservation, Division of Land Resource Protection (CDC DLRP). 2013. Sutter County Williamson Act FY 2013/2014.

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https://www.municode.com/library/ca/yuba_city/codes/code_of_ordinances

Dyett & Bhatia. 2004. City of Yuba City General Plan. Adopted April 8, 2004.

Yuba City General Plan, 2004 Environmental Impact Report. (SCH #2001072105).

Fehr & Peers Associates, Inc. 1995. Yuba-Sutter Bikeway Master Plan. December 1995.

“Determination of 1-in-200 Year Floodplain for Yuba City Urban Level of Flood Protection Determination,” prepared for Yuba City by MBK Engineers, November 2015.

Sutter County General Plan.

Feather River Air Quality Management District (FRAQMD) CEQA Significance Thresholds.

Yuba Sutter Transit Route Map.

California Department of Conservation, California Geological Survey. "Fault Zone Activity Map." Alquist-Priolo Earthquake Fault Zones.

California Department of Toxic Substances Control (DTSC). 2016. EnviroStor. Available at <http://www.envirostor.dtsc.ca.gov/public/>

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Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps.

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City of Yuba City Wastewater Master Plan.

Sutter County Airport Comprehensive Land Use Plan, April 1994.

Yuba County Airport Land Use Compatibility Plan, Sept. 2010.

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Appendix A

MITIGATION MEASURES AND MONITORING PLAN SOHAL RANCH SUBDIVISION

*Initial Study and Mitigated Negative Declaration EA 22-06
For Tentative Subdivision Map 22-02 and
a Development Agreement*

City of Yuba City
MITIGATION MEASURES AND MONITORING PLAN
Sohal Ranch Subdivision:

Initial Study and Mitigated Negative Declaration EA 22-06
For Tentative Subdivision Map 22-02 and a Development Agreement

Impact	Mitigation Measure	Responsible Party	Monitoring Party	Timing
3.3 Air Quality	Air Quality Mitigation Measure 1: The development shall use the following Best Management Practices (BMPs) to reduce the impact from off-road diesel equipment include: • Install diesel particulate filters or implement other ARB-verifies diesel emission control strategies on all construction equipment to further reduce diesel PM emissions beyond the 45% reduction required by the Districts Best Available Mitigation Measure for Construction Phase; • Use equipment during times when receptors are not present (e.g., when school is not in session or during non-school hours; or when office buildings are unoccupied); • Establish staging areas for the construction equipment that are as distant as possible from off-site receptors; • Establish an electricity supply to the construction site and use electric powered equipment instead of diesel-powered equipment or generators, where feasible; • Use haul trucks with on-road engines instead of off-road engines even for on-site hauling; • Equip nearby buildings with High Efficiency Particle Arresting (HEPA) filter systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter the buildings; and/or, • Temporarily relocate receptors during construction.	Developer	Development Services Dept.	During the construction phase.
3.4 Biological Resources	Biological Resource Mitigation Measure 1: Pre-construction Nesting Surveys: Pre-construction surveys for nesting raptors should be conducted on trees within the subject property if construction activities occur between March 1 and September 15	Developer	Development Services Dept.	Prior to the construction phase

	pursuant to California Department of Fish & Wildlife requirements. These surveys should be accomplished no later than 7 days prior to commencement of tree removals and grading activities. If nesting raptors are discovered, the Project biologist shall identify and implement appropriate mitigation, subject to City review and approval, to ensure protection of the raptors prior to any tree removals.			
3.7 Geology and Soils	Paleontological Mitigation Measure 1: This Mitigation Measure shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department at 530-822-4700. Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.	Developer	Development Services Dept	During construction phase

3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: Pertaining to potential cumulative impacts associated with GHG emissions, site grading process shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.	Developer	Development Services Dept.	Prior to issuance of building permits.
3.13. Noise	Noise Mitigation Measure 1: The project contractor(s) shall ensure that the following measures are implemented during all phases of project construction: a) Whenever construction occurs on parcels less than 50-feet from residential buildings where people normally sleep, schools or other sensitive uses, when it occurs during later project stages on parcels near residential and other noise-sensitive uses built on-site during earlier project stages, temporary barriers shall be constructed around the construction sites to shield the ground floor and lower stories of the noise-sensitive uses. These barriers shall be of ¾-inch Medium Density Overlay (MDO) plywood sheeting, or other material of equivalent utility and appearance, and shall achieve a Sound Transmission Class of STC-30, or greater, based on certified sound transmission loss data taken according to ASTM Test Method E90. The barrier shall not contain any gaps at its base or face, except for site access and surveying openings. The barrier height shall be designed to break the line-of-sight and provide at least a 5-dBA insertion loss between the noise producing equipment and the upper-most story of the adjacent noise-sensitive uses. If, for practical reasons, which are subject to the review and approval of the City, a barrier cannot be built to provide noise relief to the upper stories of nearby noise-sensitive uses, then it must be built to the tallest feasible height. b) Construction equipment staging areas shall be located as far as possible from residential areas while still serving the needs of construction contractor(s). c) High noise activities, such as jackhammers, drills, impact wrenches and other generators	Developer	Development Services Dept.	During construction phase

	of sporadic high noise peaks, shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, unless it can be proved to the satisfaction of the City that the allowance of work outside these hours and dates would not adversely affect nearby noise-sensitive receptors. d) Construction equipment shall be properly muffled and maintained with noise reduction devices to minimize construction-generated noise. e) The unnecessary idling of internal combustion engines shall be prohibited. f) Residents and businesses within 300 feet of the construction site shall be notified of the construction scheduling in writing. g) The construction contractor shall designate a “noise disturbance coordinator” for construction activities. The coordinator shall be responsible for responding to any local complaints regarding construction noise. The coordinator shall determine the cause of the noise complaint (i.e., starting too early, bad muffler, no shielding), and would require that reasonable measures warranted to correct the problem be implemented. A telephone number for the construction coordinator shall be posted at the construction site and be included in the notice sent to neighbors and businesses regarding the construction schedule. Noise Mitigation Measure 2: The project applicant shall require that all construction contracts include specifications that construction equipment remain a minimum of 20 feet from residential buildings or other buildings where people normally sleep.			
3.16. Recreation	Recreation Mitigation Measure 1: Development of the neighborhood park shall be consistent with the approved Development Agreement.	Developer	Public Works Dept.	Prior to issuance of building permits.

3.17. Transportation and Traffic	Traffic Mitigation Measure 1: The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components. • Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours. • Demand-responsive service meeting ADA paratransit requirements in the plan area. • Expansion of peak period (AM and PM) weekday commuter bus service to downtown Sacramento. • Expansion of park-and-ride space. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding. Traffic Mitigation Measure 2: For Bogue Road/Sanborn Road - until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program. Traffic Mitigation Measure 3: Lincoln Road Sanborn Road, until this intersection is added to the City's Traffic Impact Fee Study Program the project applicant shall pay a fair share to install a traffic signal and construct one left-turn lane and one shared	Developer, Public Works Dept.	Public Works Dept.	Prior to recordation of the subdivision map
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	through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.			
3.18. Tribal Cultural Resources	Tribal Cultural Resources Mitigation 1: <i>Worker Awareness Training.</i> The developer shall ensure that a Worker Education Program is developed and delivered to train equipment operators about cultural resources and training shall be documented. The program shall be designed to inform workers about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and enforcement of penalties and repercussions for non-compliance with the program. Worker education training may be provided either in person or as a DVD with a training binder, prepared by a qualified professional archaeologist and reviewed by the City. The United Auburn Indian Community (UAIC) shall be afforded the option of attending the initial training in person or providing a video segment or information for incorporation into the training that appeals to the contractor's need to be respectful of tribal cultural resources and tribal participation in implementing unanticipated discovery protocols. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training. A copy of the form shall be provided to the City as proof of compliance. Tribal Cultural Resources Mitigation 2: Avoid and minimize impacts to previously unknown Tribal Cultural Resources. If any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during the initial inspection or during any subsequent construction activities, work shall be suspended within 100 feet of the find, and the construction supervisor shall immediately notify the City representative. If the find includes human remains, then the City shall immediately notify the Sutter County Coroner and the procedures in Section 7050.5 of the California Health and Safety Code and, if applicable, Section 5097.98 of the Public Resources Code, shall be followed. For resources reasonably associated with Native American cultural and for human remains, the City shall coordinate any	Developer	Development Services Dept.	During construction phase

	necessary investigation of the discovery with a UAIC tribal representative and a qualified archaeologist approved by the City. As part of the site investigation and resource assessment, the City shall consult with UAIC to develop, document, and implement appropriate management recommendations, should potential impacts to the resources be found by the City to be significant. Nothing in this measure prohibits the City from considering any comments from other culturally-affiliated Native American tribes that volunteer information to the City during its investigation. Possible management recommendations could include documentation, data recovery, or (if deemed feasible by the City) preservation in place. The contractor shall implement any measures deemed by City staff to be necessary and feasible to avoid, minimize, or mitigate significant effects to the cultural resources, such as the use of a Native American Monitor whenever work is occurring within 100 feet of the discovery of Native American resources, if deemed appropriate by the City. The types of treatment preferred by UAIC that protects, preserves or restores the integrity of tribal cultural resources may include Tribal Monitoring, or recovery of cultural objects, and reburial of cultural objects or cultural soil that is done in a culturally appropriate manner. Recommendations of the treatment of tribal cultural resources will be documented in the project record. For any recommendations.			
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Appendix B

FOCUSED TRAFFIC IMPACT ANALYSIS FOR SOHAL RANCH SUBDIVISION

Prepared by MHM Engineering

July 28, 2023

FOCUSED TRAFFIC IMPACT ANALYSIS

SOHAL RANCH SUBDIVISION LESP MITIGATION REVIEW



Prepared by:

MHM Incorporated
1204 E Street, P.O. Box B
Marysville, California 95901

July 28, 2023

**FOCUSED TRAFFIC IMPACT ANALYSIS
FOR SOHAL RANCH SUBDIVISION**
Yuba City, CA

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**FOCUSED TRAFFIC IMPACT ANALYSIS
FOR SOHAL RANCH SUBDIVISION**
Yuba City, CA

INTRODUCTION

This report summarizes MHM Incorporated analysis of the potential traffic related mitigation measures within the Lincoln East Specific Plan (LESP) Project EIR and CEQA requirements for the impacts and traffic operational effects associated with the Sohal Ranch Subdivision in Yuba City, California. The Sohal Ranch Subdivision is located in southwest Yuba City at the southeast corner of South George Washington Boulevard and Lincoln Road. Figure 1 presents the site relative to the vicinity and the proposed tentative map is shown in Figure 2.

Project Description. Sohal Ranch will occupy roughly 40 acres located in the southeast corner of South George Washington Boulevard and Lincoln Road. The project proposes 179 single family residential lots and a neighborhood park of 2.63 net acres. Access to the local circulation system is planned at two intersections, one onto Lincoln Road and one onto South George Washington Boulevard. In the future, there will be an access to Harter Parkway. The project was part of the Lincoln East Specific Plan which was rescinded by the City Council. The land use and circulation plan developed in the LESP is still part of the City zoning and General Plan maps.

Analysis Approach. The purpose of this focused analysis is to review mitigation measures from the LESP for some key intersections near the proposed Sohal Ranch Subdivision. The intersections and roadways reviewed are as follows:

- 1) Bogue Road/Sanborn Road – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 2) Franklin Road/Walton Avenue – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 3) Lincoln Road/Walton Avenue – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 4) Bogue Road/Walton Avenue – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 5) Franklin Road/George Washington Boulevard – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 6) Lincoln Road/George Washington Boulevard – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 7) Bogue Road/George Washington Boulevard – Review mitigation measure within the LESP and

determine the CEQA requirements for the Sohal Ranch.

- 8) Lincoln Road/Sanborn Road – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 9) Lincoln Road/SR 99 – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.
- 10) Lincoln Road/Harter Parkway – Review mitigation measure within the LESP and determine the CEQA requirements for the Sohal Ranch.

Figure No. 1 - Location Map

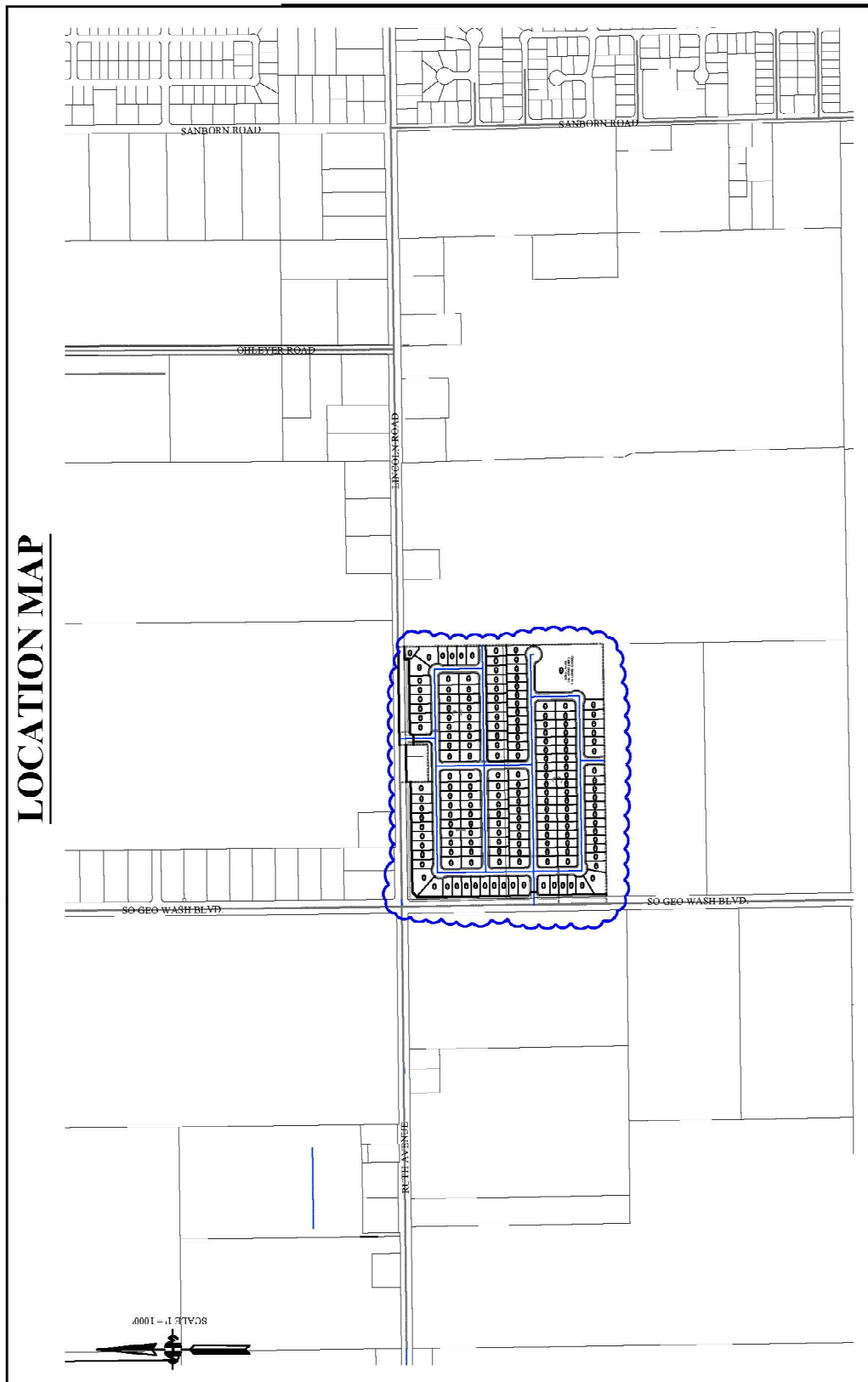
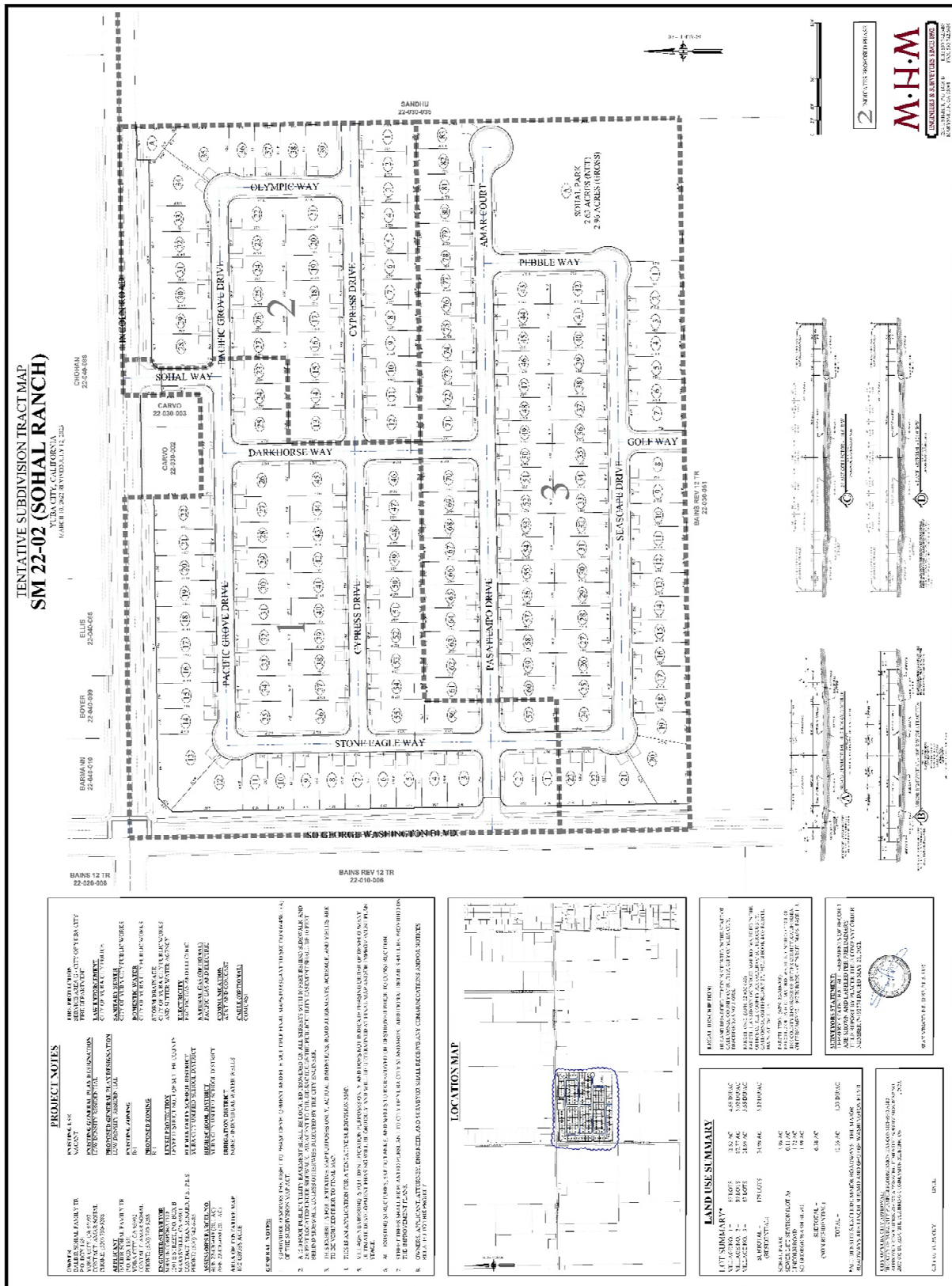


Figure No. 2 – Tentative Map



EXISTING SETTING

Study Area

This focused review of LESP mitigation measures at ten (10) existing intersections within the area that may be affected by the proposed project. The limits of the study area were identified through discussions with Yuba City staff based on their knowledge of the community and the results of previous traffic studies conducted for development in Yuba City.

Level of Service

Level of Service. To quantitatively evaluate traffic conditions and to provide a basis for comparison of operating conditions with and without project generated traffic, Levels of Service were determined at study area intersections from previous traffic studies.

“Level of Service” (LOS) is a quantitative measure of traffic operating conditions whereby a letter grade “A” through “F” is assigned to an intersection. LOS “A” through “F” represents progressively worsening traffic conditions. The characteristics associated with the various LOS for intersections are presented in Table 1. The City of Yuba City General Plan has established LOS “D” measured over the peak hour as the minimum standard for City streets, with specific exceptions identified where conditions in excess of the LOS D standard will be acceptable.

TABLE NO. 1 LEVEL OF SERVICE DEFINITIONS			
Level of Service	Signalized Intersection	Unsignalized Intersection	Roadway (Daily)
"A"	Uncongested operations, all queues clear in a single-signal cycle. Delay < 10.0 sec	Little or no delay. Delay ≤ 10 sec/veh	Completely free flow.
"B"	Uncongested operations, all queues clear in a single cycle. Delay > 10.0 sec and < 20.0 sec	Short traffic delays. Delay > 10 sec/veh and < 15 sec/veh	Free flow, presence of other vehicles noticeable.
"C"	Light congestion, occasional backups on critical approaches. Delay > 20.0 sec and < 35.0 sec	Average traffic delays. Delay > 15 sec/veh and < 25 sec/veh	Ability to maneuver and select operating speed affected.
"D"	Significant congestions of critical approaches but intersection functional. Cars required to wait through more than one cycle during short peaks. No long queues formed. Delay > 35.0 sec and < 55.0 sec	Long traffic delays. Delay > 25 sec/veh and ≤ 35 sec/veh	Unstable flow, speeds and ability to maneuver restricted.
"E"	Severe congestion with some long-standing queues on critical approaches. Blockage of intersection may occur if traffic signal does not provide for protected turning movements. Traffic queue may block nearby intersection(s) upstream of critical approach(es). Delay > 55.0 sec and < 80.0 sec	Very long traffic delays, failure, extreme congestion. Delay > 35 sec/veh and ≤ 50 sec/veh	At or near capacity, flow quite unstable.
"F"	Total breakdown, stop-and-go operation. Delay > 80.0 sec	Intersection blocked by external causes. Delay > 50 sec/veh	Forced flow, breakdown.
Sources: Highway Capacity Manual, 6 th Edition.			

Levels of Service obtained from previous studies including the LESP study and the most recent City-wide traffic study are shown in Table 2 and Table 3.

TABLE NO. 2 EXISTING INTERSECTION AM PEAK HOUR OPERATIONS LEVELS OF SERVICES						
	Existing Conditions			Cumulative Market Conditions		
Location	Control	Average Delay	LOS	Control	Average Delay	LOS
Bogue Road/Sanborn Road	AWSC	9.0	A	AWSC*	18.0	C
Walton Avenue/ Franklin Road	Signalized	34.0	C	Signalized	57.3	E
S. Walton Avenue/ Lincoln Road	Signalized	29.7	C	Signalized	51.3	D
S. Walton Avenue/ Bogue Road	AWSC	11.5	B	Signalized	11.4	B
George Washington Boulevard/ Lincoln Road	AWSC	9.7	A	Signalized	12.1	B
George Washington Boulevard/ Franklin Road	AWSC	14.2	B	Signalized	6.5	A
George Washington Boulevard/ Bogue Road	AWSC	21.6	C	Signalized	77.6	E
Lincoln Road/Sanborn Road	AWSC	10.0	A	Signalized*	30.0	C
Lincoln Road/Harter Parkway				Signalized	17.1	B

*Bogue Road/Sanborn Road and Lincoln Road/Sanborn Road are cumulative plus LESP

TABLE NO. 3 EXISTING INTERSECTION PM PEAK HOUR OPERATIONS LEVELS OF SERVICES						
	Existing Conditions			Cumulative Market Conditions		
Location	Control	Average Delay	LOS	Control	Average Delay	LOS
Bogue Road/Sanborn Road	AWSC	9.0	A	Signalized*	32.0	D
Walton Avenue/ Franklin Road	Signalized	33.8	C	Signalized	78.0	E
S. Walton Avenue/ Lincoln Road	Signalized	23.1	C	Signalized	51.6	D
S. Walton Avenue/ Bogue Road	AWSC	11.6	B	Signalized	37.9	D
George Washington Boulevard/ Lincoln Road	AWSC	11.8	B	AWSC	13.9	B
George Washington Boulevard/ Franklin Road	AWSC	15.2	C	Signalized	6.9	A
George Washington Boulevard/ Bogue Road	AWSC	9.3	A	AWSC	22.4	C
Lincoln Road/Sanborn Road	AWSC	9.0	A	Signalized*	25.0	C
Lincoln Road/Harter Parkway				Signalized	20.4	C

*Bogue Road/Sanborn Road and Lincoln Road/Sanborn Road are cumulative plus full LESP

PROJECT CHARACTERISTICS

Project Description

The text that follows describes the characteristics of the project in terms of automobile trip generation and distribution.

Trip Generation. The number of vehicle trips that are expected to be generated by development of the Sohal Ranch Subdivision can be estimated using typical trip generation rates for single family development. Applicable rates are published by the Institute of Transportation Engineers (ITE) in *Trip Generation Manual, 11th Edition*. These rates are presented in Table 4, and as shown 167 trips in the evening p.m. peak hour.

TABLE 4 TRIP GENERATION RATES								
Land Use	Unit	Trip Per Unit						
		Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Residential	Dwelling	9.43	25%	75%	0.70	63%	37%	0.94
Sohal Ranch	179 du	1,688	14	44	126	50	29	168

Trips may not equal due to rounding

Trip Distribution. The distribution of vehicle trips associated with the proposed development has been based on existing traffic patterns, the location of probable destinations including the locations of local schools. Table 5 presents the projected trip distribution percentages for the project's new trips used for this analysis. Variation also occurs between current and long-term conditions, should Harter Parkway be constructed.

TABLE 5 TRIP DISTRIBUTION ASSUMPTIONS			
Direction	Route	Percent Distribution	Trips
North	Lincoln Road to SR 20 via Geo Wash Blvd.	27%	453
South	Lincoln Road to Bogue Road via Geo Wash Blvd.	21%	353
East	Geo Wash Blvd to SR 99 via Lincoln Road	43%	722
West	Geo Wash Blvd to Township Road via Lincoln Rd	9%	151
Total		100%	1679

CONCLUSIONS AND RECOMMENDATION

Following the review of the previous traffic studies in the Project Description and using the mitigation measures in the LESP, we have prepared Table 6 summarize the mitigation measures for the Sohal Ranch Subdivision Project. It should be noted that some of these improvements have been completed since the traffic study has been completed. Our developer still needs to pay fair share either through AB 1600 or reimbursement agreements.

TABLE NO. 6 PROPOSED MITIGATION MEASURES			
Impact	Mitigation Measure	Action	Timing
4.12-1. Under Existing Plus Full LESP Project conditions, the LESP could increase traffic volumes at study intersections in the City of Yuba City.	Franklin Road/Harding Road a) The project applicant(s) shall be responsible to pay their fair-share to widen Franklin Road from two to four lanes (including continuous bike lanes and sidewalks) from the proposed Harter Parkway to Walton Avenue (Franklin Road is already four lanes between the Walton Avenue and SR 99). AND b) The project applicant(s) shall be responsible to pay fair share to remove the stop signs on the eastbound and westbound approaches, prohibit northbound and southbound through and left-turn movements, and construct the following approach lanes at the Franklin Road/Harding Road intersection concurrent with a connection between Cherry Street/Harding Road and the LESP. • Eastbound – an exclusive left-turn lane, two through lanes, and an exclusive right-turn lane. • Westbound – an exclusive left-turn lane, one through lane, and one shared through/right-turn lane. • Northbound and Southbound – an exclusive right-turn lane.	Payment of required fair share fee. This widening is part of the City AB1600 fee program. Developer shall be the traffic impact fee.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	Bogue Road/Sanborn Road c) The project applicant shall be responsible to pay fair share to modify the Bogue Road/Sanborn Road intersection. The intersection improvements shall be as follows: • Eastbound, Northbound, and Southbound - an exclusive left-turn lane and one shared through/right-turn lane. • Westbound – one shared through/left-turn lane and an exclusive right-turn lane.	Payment of required fair share fee. This improvement is part of the updated City AB1600 fee program, the project applicant(s) shall pay a fair-share to install a traffic signal and intersection improvements. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	Franklin Road/Walton Avenue d) Implement Mitigation Measure 4.12-1(a); AND e) The project applicant shall be responsible to pay their fair-share to widen Walton Avenue to four lanes from south of Bridge Street to Franklin Road (Walton Avenue currently transitions from four to two lanes south of Bridge Street). The outside southbound through-lane should extend south of the Franklin Road/Walton Avenue intersection a minimum of 600 feet before transitioning back to one lane. The outside northbound through-lane should begin at least 250 feet prior to Franklin Road; AND f) The project applicant(s) shall be responsible to modify the traffic signal and construct the following approach lanes at the Franklin Road/Walton Avenue intersection. • Eastbound and Westbound two left-turn lanes, two through lanes, and an exclusive right-turn lane. • Northbound and Southbound – one left-turn lane, two through lanes, and an exclusive right-turn lane.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee. Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit Final Building Permit
	Lincoln Road/Walton Avenue g) The project applicant shall be responsible to widen Lincoln Road to four lanes between Walton Avenue and SR 99 (this improvement does not include widening Lincoln Road to four lanes through the Lincoln Road/SR 99 intersection). The inside eastbound through lane is recommended to be an exclusive left-turn lane at SR 99. The outside westbound through lane is	Payment of required fair share fee. This improvement is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	recommended to begin as the receiving lane for a “free” right-turn lane from southbound SR 99 and should extend west of the Lincoln Road/Walton Avenue intersection a minimum of 600 feet before transitioning back to one lane. The outside eastbound through lane should begin at least 250 feet prior to Walton Avenue, AND h) The project applicant(s) shall be responsible to modify the traffic signal and construct the following approach lanes at the Lincoln Road/Walton Avenue intersection. • Eastbound and Westbound – one left-turn lane, two through lanes, and one right-turn lane. • Northbound and Southbound – one left-turn lane, one through lane, and an exclusive right-turn lane.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
	Bogue Road/Walton Avenue i) The project applicant shall be responsible to install a traffic signal and construct the following approach lanes at the Bogue Road/Walton Avenue intersection. • Eastbound, Northbound, and Southbound – one left-turn lane and one shared through/right-turn lane. • Westbound – one left-turn lane, one through lane, and an exclusive right-turn lane.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-3. Under Existing Plus Full LESP Project conditions, the LESP could increase traffic volumes at study intersections in the Sutter County.	Franklin Road/George Washington Boulevard a) The project applicant shall be responsible to modify the intersection to construct one left-turn lane and one shared through/right-turn lane on the	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	eastbound, westbound, and southbound approaches at the Franklin Road/George Washington Boulevard intersection	shall pay the traffic impact fee.	
	Lincoln Road/ Sanborn Road c) The project applicant(s) shall be responsible to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection.	Payment of required fair share fee. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.	Final Building Permit
4.12-4. Under Existing Plus Full LESP Project conditions, the LESP could increase traffic volumes at study intersections under Caltrans Jurisdiction.	Lincoln Road/SR 99 e) The project applicant(s) shall be pay traffic impact fees to modify the traffic signal and widen the eastbound approach to provide a second left-turn lane at the Lincoln Road/SR 99 intersection.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-5. The proposed project could increase demand for public transit service beyond that currently planned and may result in unmet transit needs.	The project applicant(s) shall contribute its fair share of the cost to provide public transit service and additional park-and-ride space for the plan area as determined by the City of Yuba City through participation in a benefit or assessment district or through a separate agreement between the applicant(s), the City of Yuba City, and Yuba-Sutter Transit. At a minimum, service is expected to include the following components. • Fixed-route bus service connecting the plan area to existing Yuba-Sutter Transit service with a minimum of hourly headways during normal operating hours. • Demand-responsive service meeting ADA paratransit requirements in the plan area. • Expansion of peak period (AM and PM) weekday commuter bus	Payment of required fair share fee through impact fee.	Final Building Permit

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

Impact	Mitigation Measure	Action	Timing
	service to downtown Sacramento. Expansion of park-and-ride space. Costs shall include the capital costs of transit vehicles and facilities as well as the operating and maintenance cost of the service beyond what would be paid for through the transportation development act (TDA) funding.		
4.12-6. The proposed project could increase demand for bicycle and pedestrian facilities	Implement Mitigation Measure 4.12-1(a)	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-7. Under Cumulative Plus Full LESP Project conditions, the LESP, in combination with other development, could increase traffic volumes at study intersections in the City of Yuba City.	Franklin Road/Harding Road a) Implement Mitigation Measure 4.12-1(a) Bogue Road/Sanborn Road b) Until this intersection is added to the City's Traffic Impact Fee Study Program, the project applicant(s) shall pay a fair-share to install a traffic signal at the Bogue Road/Sanborn Road intersection. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program.	Payment of required fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Final Building Permit
4.12-9. Under Cumulative Plus Full LESP Project conditions, the LESP, in combination with other development, could increase traffic volumes at study intersection in County of Sutter.	Lincoln Road/ Sanborn Road a) The project applicant(s) shall be responsible to install a traffic signal and construct one left-turn lane and one shared through/right-turn lane on all approaches at the Lincoln Road/Sanborn Road intersection). Lincoln Road/ Harter Parkway b) This project applicants(s) shall	Payment of required fair share fee. If it is added to the City's Fee Study Program the project applicant(s) shall be responsible for complying with the Fee Study Program Payment of required	Final Building Permit Final Building

**TABLE NO. 6
PROPOSED MITIGATION MEASURES**

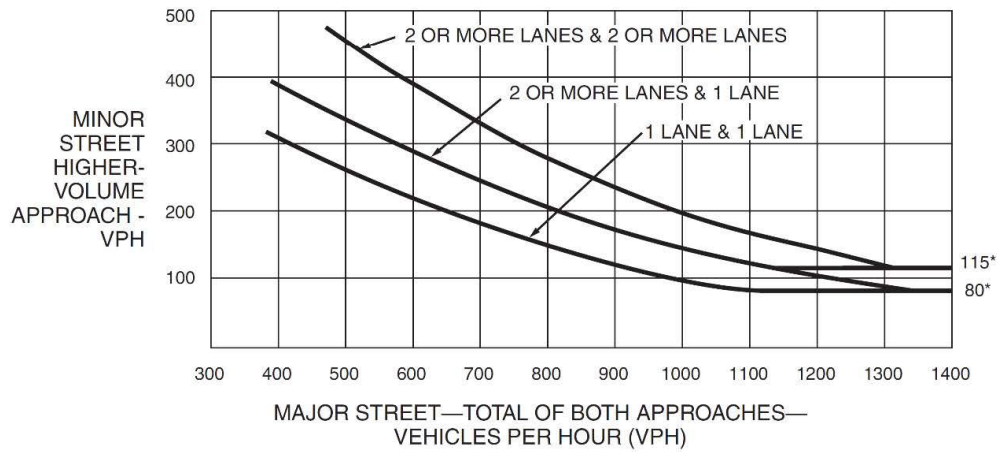
Impact	Mitigation Measure	Action	Timing
	pay a fair-share to modify the traffic signal to provide an overlap phase for the southbound right-turn movement at the Lincoln Road/Harter Parkway intersection.	fair share fee. This intersection is part of the City AB1600 fee program. Developer shall pay the traffic impact fee.	Permit

APPENDIX A

California MUTCD 2014 Edition

(FHWA's MUTCD 2009 Edition, including Revisions 1 & 2, as amended for use in California)

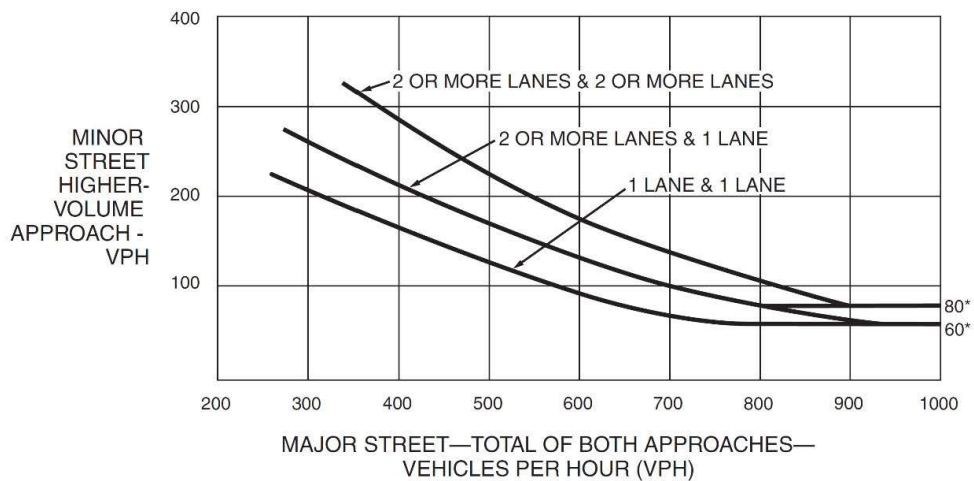
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Sutter Butte Flood Control Agency Letter of Support for the Yuba City Sediment Removal Project
Recommendation: Authorize the Mayor to submit a Letter of Support for the Sutter Butte Flood Control Agency Yuba City Sediment Removal Project
Fiscal Impact: None to the City. SBFCA's estimated project cost is \$10,203,000.

Purpose:

For the Sutter Butte Flood Control Agency to pursue grant funding for the Yuba City Sediment Removal Project.

Council's Strategic Goal:

This item addresses Council's goal of Public Safety.

Background:

The failure of the Lake Oroville spillway in February 2017 resulted in excessive amounts of debris and sediment in the Feather River. The deposits removed natural habitat for local fish and made the Yuba City Boat Launch inaccessible during low flow periods. In 2020, SBFCA received Proposition 68 funding from the California Natural Resources Agency to remove approximately 65,000 cubic yards of sediment to increase channel capacity and improve access to the river.

Analysis:

The Sutter Butte Flood Control Agency (SBFCA) is applying for a National Oceanic and Atmospheric Association (NOAA) fisheries grant to pursue funding for another sediment removal project. The NOAA funding opportunity is for transformational habitat restoration and coastal resilience projects under the Bipartisan Infrastructure Law and Inflation Reduction Act. SBFCA's funding ask to NOAA is ~\$10.2M, which includes project management, final design, environmental support, construction management support, and implementation costs associated with the project.

SBFCA's Sediment Removal Project is a sediment excavation ecosystem rehabilitation project at the confluence of the Feather and Yuba Rivers. The project aims to improve reaches of the lower Feather

and Yuba Rivers used by anadromous fish during their adult immigration and juvenile emigration periods and short-term holding and rearing. SBFCA is applying for funding for Phase 2 of the project, which will remove an additional approximately 250,000 cubic yards of sediment immediately downstream of the Phase 1 area to further restore fish passage, improve conveyance at the confluence of the Yuba and Feather Rivers, enhance habitat values for anadromous fish species, remove public recreational safety hazards, and improve access by emergency response vessels in the vicinity. The project will target streamflow enhancements to benefit critical habitat and the following species: Chinook - Central Valley fall/late fall run, Central Valley spring-run, Central Valley steelhead, and green sturgeon.

Fiscal Impact:

The funding needed for the project is \$10,203,000.

Alternatives:

Do not support the project.

Recommendation:

Authorize the Mayor to submit a Letter of Support for the Sutter Butte Flood Control Agency Yuba City Sediment Removal Project.

Attachments:

1. Attachment 1 - SBFCA Letter of Support
2. Attachment 2 - SBFCA Sediment Removal Project Information Sheet

Prepared By:

Diana Langley
City Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City Council



November 7, 2023

Mr. Michael Bessette
Executive Director
Sutter Butte Flood Control Agency
Post Office Box M
Yuba City, CA 95992

RE: SUPPORT FOR THE SUTTER BUTTE FLOOD CONTROL AGENCY (SBFCA)
YUBA CITY SEDIMENT REMOVAL PROJECT

Dear Mr. Bessette:

By this communication, the City of Yuba City indicates its support for the Yuba City Sediment Removal Project. Sediment buildup in portions of the Feather River, exacerbated by the Oroville Dam Spillway incident of 2017, has created dangerous conditions for recreational users and has negatively impacted fish migration along this reach of the Feather River. We have reviewed the proposed project and agree that implementation of this project would provide significant enhancements to restoring river access and fish passage conditions at the confluence of the Yuba and Feather Rivers.

The City of Yuba City supports jointly produced and implemented multi-benefit projects such as this one because they provide greater efficiency in the use of scarce public funds and better overall results. The City of Yuba City appreciates the willingness of SBFCA to serve as the lead agency for this joint effort and we fully support the efforts of SBFCA as they seek external funding for this project.

Sincerely,

Wade Kirchner
Mayor

ATTACHMENT 2



Sutter Butte Flood Control Agency

Post Office Box M
Yuba City, CA 95992
(530) 755-9859

sutterbutteflood.org

COUNTIES

Butte County
Sutter County

CITIES

City of Biggs
City of Gridley
City of Live Oak
City of Yuba City

LEVEE DISTRICTS

Levee District 1
Levee District 9

Feather River Sediment Removal Project

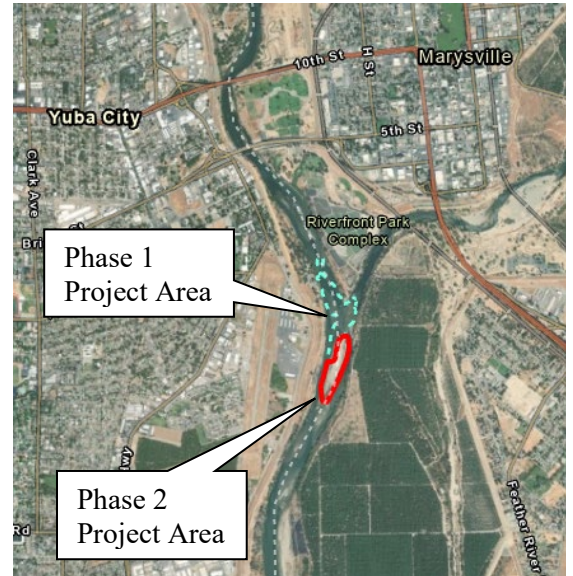
Project Area

The project area includes a reach of the lower Feather River located just downstream of the confluence with the Yuba River, south of Marysville and Yuba City.

Background

When the Lake Oroville spillway failed in February 2017, excessive amounts of debris and sediment were washed down the Feather

River. The soil, sand, and gravel deposits removed natural habitat for local fish and made the Yuba City Boat Launch inaccessible during low flow periods, restricting waterway access for recreation and emergency response. In 2020, SBFCA received Proposition 68 funding from the California Natural Resources Agency to remove approximately 65,000 cubic yards of sediment (Phase 1) to increase channel capacity and improve access to the river.



Project Description

The Phase 2 project goal is to remove an additional 250,000 cubic yards of sediment at the confluence of the Feather and Yuba Rivers to further restore fish passage, improve conveyance at the confluence of these rivers, enhance habitat values for anadromous fish species, remove public recreational safety hazards, and improve access for emergency response vessels in the vicinity. The project area involves two major Central Valley rivers supporting federal and California ESA-listed anadromous fish. The project must move forward quickly to capitalize on the environmental and permitting work that was funded and completed during Phase 1, which will expire in April 2026. Additionally, there are significant cost savings associated with the opportunity to dispose of the sediment at the City of Marysville's Wastewater Treatment Ponds located just north of the confluence, eliminating the need for significant disposal hauling and resulting in substantial cost savings.



Figure 1: Aerial Imagery of the In-Channel Sediment Accumulation to be Removed in Phase 2 of the Feather River Sediment Removal Project

Primary Goals

- **Remove Excess Sediment Buildup** – Increase flow conveyance and improve water/sediment quality in the local and downstream areas.
- **Improve Fish Passage Conditions** – Improve available deep-water pools and restore important migratory and short-term rearing habitat for federal and California ESA-listed anadromous fish species.
- **Improve Emergency and Recreational Egress** – Increase access for emergency response and recreational vessels for disadvantaged communities along the Feather and Yuba Rivers.



Figure 2: Sediment Deposited South of the Confluence of the Feather and the Yuba Rivers that will be Dredged in Phase 2

Supporting Goals

- **Water Quality** – Remove excess fine sediments which may have entrapped pollutants, decrease turbidity, and restore the natural flow regime and hydraulics within the project area.
- **Ecosystem Benefits** – Restore designated critical habitat for Chinook-Central Valley fall/late fall run, Central Valley spring-run, Central Valley steelhead, and green sturgeon. An increase in deep-water pools and holding locations will aid migrating salmonids by providing more conducive in-stream conditions and places to rest during their lengthy upstream migrations. Additional benefits include an increase in habitat complexity, food supply, and foraging success.
- **Disadvantage Communities** – Provide hydraulic, ecological, emergency, and recreational benefits to disadvantaged communities.
- **Economic Activity** – Stimulate the local economy through short- and long-term construction activities and improved recreational opportunities.

Project Funding Needs

Funding for Phase 2 is needed to prepare the construction bid package, conduct environmental monitoring during construction, construction management and engineering during construction, and construction. The volume of excavation is currently proposed as 250,000 cubic yards. This can be easily scaled to remove less volume from the river, based on available funding, and still result in beneficial improvements to the region. If done soon, the project will be more cost-efficient because it would capitalize on permitting completed during Phase 1 (i.e., all permits and approvals have been obtained for the Phase 2 work) and the temporary opportunity to dispose of sediment at the City of Marysville's Wastewater Treatment Pond. The current funding need is approximately \$10,203,000. See table below for a breakdown of the project cost by task:

Task Number	Description	Cost
Task 1	Project Management	\$188,000
Task 2	Final Civil Design & Prepare Bid Package	\$75,000
Task 3	Environmental Monitoring	\$870,000
Task 4	Construction Management and Engineering During Construction	\$870,000
Task 5	Construction	\$8,200,000
Total		\$10,203,000

SBFCA does not currently have any grant applications under consideration but is actively pursuing funding opportunities.

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: George Barlow, Administrative Analyst

Summary

Subject: Community Sponsorship
Recommendation: Consider the sponsorship request from the Sutter County Community Memorial Museum Association, and if approved:

A. Adopt a Resolution to approve a monetary sponsorship request from the Sutter County Community Memorial Museum Association of \$1,000.00 for sponsorship of the Annual Trees & Traditions fundraiser event
Fiscal Impact: Monetary Sponsorship in the amount of \$1,000.00 - Account No. 4220- 66015 (Community Events)

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Background:

On January 18, 2022, Council adopted an Amended Community Sponsorship Policy which specifies the following factors that will be considered during the approval process:

- The City Council will approve all monetary sponsorship requests at a public meeting.
- Resources available (e.g., budget, staff, workload capacity, etc.)
- Compatibility with the strategic goals of the City Council and the mission of Yuba City.
- Impact of an event on City Facilities.
- Risk to the City.
- The ability of the organization to obtain liability insurance naming the City as an additional insured.

- The overall benefit to the community.

The following sponsorship request was received from:

Sutter County Community Memorial Museum Association

The Museum is a partnership between Sutter County and the Community Memorial Museum Association, a non-profit 501(c)(3) organization. The Association supports all of the public programming aspects of the Museum, including education programs, fundraising events, temporary exhibits, updates to permanent exhibits, and the Museum Store.

The Sutter County Museum shares local stories to strengthen community bonds, inspire the celebration of our diverse cultural heritage, and demonstrate how understanding the past prepares us for the future.

Analysis:

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and "applications will be presented to Council quarterly on a first-come, first-serve basis." Through the FY 23/24 Budget, the Council established the following.

Account Number	Description	Funding Budgeted	Funding Available
4220-66010	Community Contributions	\$20,000	\$20,000
4220-66015	Community Events	\$10,000	\$10,000

As noted above, the budgeted funds are to be considered and allocated on a quarterly basis, which provides \$5,000 quarterly for Community Contributions and \$2,500 quarterly for Community Events.

Fiscal Impact:

Monetary Sponsorship in the amount of \$1,000.00 from Account No. 4220-66015 (Community Events).

Recommendation:

Consider the sponsorship request from the Sutter County Community Memorial Museum Association, and if approved:

A. Adopt a Resolution to approve a monetary sponsorship request from the County Community Memorial Museum Association of \$1,000.00 for the sponsorship of the annual Trees & Traditions fundraiser event.

Attachments:

1. RESOLUTION - Community Sponsorship Request Sutter County Community Memorial Museum Assoc
2. Sutter County Museum Sponsorship Request

Prepared By:

Submitted By:

George Barlow
Administrative Analyst

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
COMMUNITY SPONSORSHIP REQUEST FOR, THE SUTTER COUNTY COMMUNITY
MEMORIAL MUSEUM ASSOCIATION**

WHEREAS, The Sutter County Community Memorial Museum Association, a 501(c)(3) non-profit organization, is requesting community sponsorship funds for their ongoing public program; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the Sutter County Community Memorial Museum Association, a nonprofit organizations that serves an important public purpose to the community insofar as the public will receive cultural, and educational enrichment from the program; and

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Sutter County Community Memorial Museum Association provides events that benefit Yuba City residents. The requested fundraising event is for a qualified non-profit organization that primarily serves Yuba City residents, is open to the general public, and will contribute positively to the recognition and image of the city. Proceeds from the event will help bring innovative, education programs to inspire and celebrate the community's diverse population. Accordingly, the City Council approves the sponsorship request of \$1,000 for the Sutter County Community Memorial Museums Association's "Trees and Traditions: Home for Christmas.

Section 3. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 7th day of November, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 2



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Community Memorial Museum Association Non-Profit ID/ 501 C# 94-2427735

Address 1333 Butte House Road City/State/Zip Yuba City, CA 95993

Contact Person Marika Garcia Phone: (530) 443-3797 Email megarcia@co.sutter.ca.us

Organization Purpose/Mission The Association supports the Sutter County Museum, the mission of which is to share local stories to strengthen community bonds, to inspire celebration of our diverse cultural heritage, and to demonstrate how understanding the past prepares us for the future.

Type of Organization:

- ☒ Non-Profit (located and/or primarily serves residents within the City of Yuba City)
☐ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
☒ Fundraiser ☐ Entertainment ☐ Other _____

Event Name: Trees & Traditions: The Nutcracker

Event Location Sutter County Museum

Event Date/Time Friday, December 1st, 2023, 6:00-9:00pm

Expected Number of Participants 200

Open to the Public? ☒ Yes ☐ No

Please explain how your event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: The Association hires local vendors and companies for catering, party supplies, and other event expenses. All fundraising proceeds support the Museum's exhibits, public programs, and gift shop, which directly support the vendors we contract with including local artists, artisans, and small businesses.
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: Trees & Traditions is an annual event since the Museum opened in 1975. Visitors to Trees & Traditions will be immersed in the permanent exhibits on display at the Museum that celebrate our diverse cultural heritage and promote a sense of belonging, connecting, and collaborating.

- Contributes positively to the recognition and image of the City of Yuba City: Maintaining an updated, vibrant, and relevant Museum helps the image of Yuba City, and it helps to build community pride and attract new businesses and residents to the area.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver– Amount requested: _____

☒ Monetary Funding – Amount requested: \$1,000

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City prior to distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant  Date 9/5/2023

Print Name of Applicant Marika Garcia



September 5, 2023

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

Dear City Council Members,

We are pleased to announce **Trees & Traditions** returns on **Friday, December 1st**! This year's theme is **The Nutcracker**, and we hope you'll join us for an evening filled with delicious hors d'oeuvres, festive drinks, live music, and, of course, holiday trees and traditions.

All proceeds from this annual fundraiser benefit the Community Memorial Museum Association, a 501(c)3 nonprofit organization, and help us to continue bringing innovative, educational programs to the Sutter County Museum that inspire and celebrate our community's diverse population and rich history.

Donations and sponsorships raised from Trees and Traditions can directly help us:

- ✧ Improve and expand our flood exhibit.
- ✧ Install permanent exhibits related to the Gold Rush and Black History in Yuba-Sutter.
- ✧ Develop hands-on, educational programs for elementary students and families including artifact trunks.

We seek a renewal of your generous sponsorship of \$1,000 last year. The exclusive benefits of becoming a sponsor are included with this letter.

If you are unable to be a sponsor, we would love to have **a contribution in the form of an in-kind gift** to be used as an auction or raffle prize. We are asking that your donated item(s) be at least a \$100 value to ensure that every guest feels that they won something fantastic.

Thank you for your consideration. A member of the Association will be in touch to follow-up on this letter. If you have any questions or would like to donate, please contact Marika Garcia, our Development Officer, at (530) 443-3797 or megarcia@co.sutter.ca.us.

More information about the Museum can be found on our website at suttercountymuseum.org.

Sincerely,

A handwritten signature in black ink that reads "Phyllis E. Smith".

Phyllis Smith
President, Sutter County Museum Association
Co-Chair, Trees & Traditions committee

Trees & Traditions 2023: Sponsor Levels & Benefits

\$2,500 – The Mouse King’s Royal Court

- ✧ Logo in Appeal Democrat ad*
- ✧ Logo on our website
- ✧ Logo on our Facebook page
- ✧ Logo on event signage*
- ✧ Logo on event promotions*
- ✧ 10 tickets to Trees & Traditions
- ✧ Logo on event ticket**
- ✧ Opportunity to display Company Banner at event
- ✧ Business Sustaining Membership

\$1,000 – Sugar Plum Fairy Flutter

- ✧ Logo in Appeal Democrat ad*
- ✧ Logo on our website
- ✧ Logo on our Facebook page
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*
- ✧ 6 tickets to Trees & Traditions
- ✧ Name listed on event ticket**
- ✧ Business Basic Plus Membership

\$750 – Clara’s Circle

- ✧ Name in Appeal Democrat ad*
- ✧ Listing on our website
- ✧ Listing on our Facebook page
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*
- ✧ 4 tickets to Trees & Traditions
- ✧ Business Basic Membership

\$500 – The Cavalier’s Order

- ✧ Name in Appeal Democrat ad*
- ✧ Listing on our website
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*
- ✧ 2 tickets to Trees & Traditions

\$250 – Drosselmeyer’s Dolls

- ✧ Name in Appeal Democrat ad*
- ✧ Name listed on event signage*
- ✧ Name listed on event promotions*

*Confirmation of sponsorship must be received by **September 22, 2023**, to guarantee this benefit

Confirmation of sponsorship must be received by **August 25, 2023, to guarantee this benefit

Trees & Traditions 2023: Commitment Form

Business Name: _____

Contact Name & Title: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Phone number: _____ Email: _____

Website: _____

Sponsor level: ☐ \$2,500 – The Mouse King's Royal Court
☐ \$1,000 – Sugar Plum Fairy Flutter
☐ \$750 – Clara's Circle
☐ \$500 – The Cavalier's Order
☐ \$250 – Drosselmeyer's Dolls

Method of Payment

☐ Amount enclosed: _____

☐ Please invoice us

☐ Charge my credit card

Card type (circle): VISA MasterCard Discover AmEx

Cardholder Name: _____

Billing address: _____

Card number: _____ Exp Date: _____ Security Code: _____

☐ We are unable to be a Corporate Sponsor this year; enclosed is our donation of \$ _____

☐ We pledge an in-kind donation of (item description): _____
valued at: \$ _____

Sponsor Signature: _____ Date: _____
(Please sign and retain a copy for your records)

Please scan & return this form to Marika Garcia, Development Officer: megarcia@co.sutter.ca.us
or mail this form with check written to "Sutter County Museum Association" to:

Sutter County Museum
Attn: Marika Garcia
1333 Butte House Rd.
Yuba City, CA 95993

The Community Memorial Museum Association is a 501(c)(3) tax-exempt organization. EIN #94-2427735

1333 Butte House Road · Yuba City, CA 95993 · 530.822.7141 · www.suttercountymuseum.org

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council; City of Yuba City
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Consideration of 763 Reeves Ave Public Convenience or Necessity Request
Recommendation: Adopt a Resolution making a finding of public convenience or necessity for the transfer of a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control (ABC) License at the northeast corner of Cooper Ave and Reeves Ave (763 Reeves Ave)
Fiscal Impact: No direct fiscal impact will result from recommending approval of the proposed Alcoholic Beverage Control application

Purpose:

Consideration to make a finding of public convenience or necessity for the transfer of a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control License at the northeast corner of Cooper Ave and Reeves Ave for continued use as a convenience store.

Council's Strategic Goal:

Business Friendly.

Background:

The City has received an Alcoholic and Beverage Control (ABC) application from the property owner at 763 Reeves Avenue, Shiraz Kara, requesting approval to transfer an existing Type 20 (Off-Sale Beer & Wine) license from 1301 E Chapman Ave, Fullerton CA, to this location. ABC defines this license type as providing for the sale of beer, and wine for consumption off the premises. It does not allow for the sale of open containers of alcohol.

When ABC receives an application for a location where a high concentration of licenses exists, or has a crime rate exceeding 120% of the average, the local government is required to approve the proposal before ABC approves it. In this instance, it is not the concentration of existing licenses that are in place but rather the crime rate exceeds 120 percent of the average number of offenses (1,389) in the census tract. The application indicates that in Police Beat No. 3, 1,586 offenses have occurred over a 1-year period in which the statistic was taken.

On March 7, 2023, the City Council approved the transfer of the existing Type 21 (Off-Sale General) license from 763 Reeves to 759 Reeves Avenue. The previous tenant at 763 Reeves Avenue (Cooper Avenue Market) is constructing a new store immediately adjacent at 759 Reeves Avenue, and transferred the Type 21 (Off-Sale General) license to the new location. The property owner of the former store has found a new tenant with a Type 20 (Off-Sale Beer and Wine) license and desires to

transfer their license to 763 Reeves Ave to operate a convenience store that provides for the sale of beer and wine.

The transfer of the Type 20 (Off-Sale Beer and Wine) license adds an additional license to this census tract where the two establishments will operate side-by-side to one another.

Analysis:

The owner of 763 Reeves Ave proposes that the convenience store be open until 8pm, daily. Both ABC and State Business and Professions Code, Section 23958, states the local governing body (City Council in this instance) must determine that there is a public convenience or necessity served to the community, in order for the license application to be approved by ABC due to the crime rate exceeding 120% of the average number of offenses per district.

The Police Department has reviewed the application and has not expressed opposition to the proposal.

Fiscal Impact:

No direct fiscal impact will result from making a finding of public convenience and necessity for the transfer of a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control License at the northeast corner of Cooper Ave and Reeves Ave in Yuba City.

Alternatives:

Do not make a finding of public convenience and necessity for the transfer of a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control License at the northeast corner of Cooper Ave and Reeves Ave in Yuba City.

Recommendations:

Adopt a Resolution making a finding of public convenience and necessity for the transfer of a Type 20 (Off-Sale Beer & Wine) Alcoholic Beverage Control License at the northeast corner of Cooper Ave and Reeves Ave in Yuba City.

Attachments:

1. Proposed Resolution PCN 763 Reeves Ave
2. Department of Alcoholic Beverage Control Application
3. Applicant Letter of Support
4. Staff Report for 759 Reeves Ave public convenience and necessity

Prepared By:

Aaron Brown
Assistant Planner

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. [REDACTED]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
MAKING A FINDING OF PUBLIC CONVENIENCE AND NECESSITY FOR
THE TRANSFER OF A TYPE 20 (OFF-SALE BEER & WINE)
ALCOHOLIC BEVERAGE CONTROL (ABC) LICENSE AT THE
NORTHEAST CORNER OF COOPER AVE AND REEVES AVE, YUBA
CITY (763 REEVES AVE)**

WHEREAS, pursuant to applicable provisions of the Business and Professions Code, the Department of Alcoholic Beverage Control (hereinafter the “ABC”) is charged with the responsibility of reviewing applications and issuance of licenses for the sale and/or manufacture of alcoholic beverages in the State of California; and

WHEREAS, Section 23958 of the Business and Professions Code provides that the ABC shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4 of said Business and Professions Code; and

WHEREAS, Section 23958.4 of the Business and Professions Code provides that, notwithstanding the limitations of Section 23958, the ABC shall issue a license if the applicant shows that “public convenience or necessity” would be served by the issuance of such license; and

WHEREAS, the City of Yuba City has received an application for a Public Convenience and Necessity determination that was filed by Shiraz Kara, the (“Applicant”) who is the owner of the store located at 763 Reeves Ave, in Yuba City, requesting a letter of Public Convenience and Necessity to allow a Type 20 (Off-Sale Beer & Wine) License in a census tract that is under the capacity for the number of allotted licenses and is located in Police Beat 3 which has a higher-than-average crime rate; and

WHEREAS, said Section 23958.4 further provides that the determination of “public convenience or necessity” shall be made by the local governing body of the area in which the applicant’s premises are located with regard to certain applications, including on-site sales of alcohol at 763 Reeves Ave; and

WHEREAS, the City Council has considered this matter, and desires to find that a public convenience and necessity will be served by granting the transfer of a Type 20 (Off-Sale Beer & Wine) License to the future convenience store to be located at 763 Reeves Ave, in Yuba City.

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

1. The recitals and findings set forth above are true and correct and incorporated herein by this reference.
2. The City Council finds that this matter is not a “project” for the purposes of the California Environmental Quality Act (CEQA) as it is merely a determination whether the public

convenience and necessity would be served by the transfer of a Type 20 (Off-Sale Beer & Wine) License for the location at 763 Reeves Ave. It does not have a potential for resulting in a reasonably foreseeable physical change to the existing environment.

3. The City Council finds and determines the public convenience and necessity is met in the present circumstances for reasons including the following:
 - a. Approving the PCN will not have a potential for resulting in a reasonably foreseeable physical change to the existing environment. It is commonly accepted throughout the industry that convenience stores sell alcoholic beverages. The Applicant has demonstrated through past performance and intended operational characteristics that alcoholic beverages will be sold safely and in accordance with applicable laws.
 - b. The request to permit alcohol sales for off-premise consumption in conjunction with this establishment will not adversely affect the surrounding land uses and the growth and development of the area because this use is compatible with the nearby developments.
 - c. The determination of Public Convenience or Necessity, under the conditions imposed, will not be detrimental to the health and safety of the citizens of the City of Yuba City.
4. This resolution shall take effect immediately.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

ATTACHMENT 2

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

- Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

KARA, SHIRAZ

2. PREMISES ADDRESS (Street number and name, city, zip code)

763 REEVES AVE, YUBA CITY, CA 95991

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

Full Service Restaurant

Hofbrau/Cafeteria

Cocktail Lounge

Private Club

Deli or Specialty Restaurant

Comedy Club

Night Club

Veterans Club

Cafe/Coffee Shop

Brew Pub

Tavern: Beer

Fraternal Club

Bed & Breakfast:

Theater

Tavern: Beer & Wine

Wine Tasting Room

Wine only

All

Supermarket

Membership Store

Service Station

Swap Meet/Flea Market

Liquor Store

Department Store

☒ Convenience Market

Drive-in Dairy

Drug/Variety Store

Florist/Gift Shop

Convenience Market w/Gasoline

Other - describe:

5. COUNTY POPULATION

101,289

6. TOTAL NUMBER OF LICENSES IN COUNTY

N/A

On-Sale

Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

1-1,128

On-Sale

☒ Off-Sale

8. CENSUS TRACT NUMBER

502.02

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

3

On-Sale

☒ Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

0

On-Sale

☒ Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)
- Yes, the number of existing licenses exceeds the number allowed

☒ No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

☒ Yes (Go to Item #13)

No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER

BEAT 3

14. TOTAL NUMBER OF REPORTING DISTRICTS

5

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

5,786

16. AVERAGE NO. OF OFFENSES PER DISTRICT

1,157

17. 120% OF AVERAGE NUMBER OF OFFENSES

1,389

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

1,586

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

☒ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17

No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.

- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

Yuba City Planning Department, 1201 Civic Center Blvd, Yuba City, Ca 95993

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

MDS

ABC-245 (rev. 01-11)

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do not proceed to Part 3.

THE STORE HAS EXISTED SINCE 1940'S & HAS BEEN A PLUS TO THE COMMUNITY, SELLING GROCERY & HOUSEHOLD ITEMS & OFF SALE ALCOHOLIC BEVERAGES. WITH THE PAST TENANT MOVING OUT, TAKING HIS LIC. I CLOSED THE STORE FOR REMODELLING. I PLAN TO OPEN SOON BUT IN TODAY'S COMPETITIVE MARKET WITH SO MANY BIG STORES AROUND, MY STORE'S SURVIVAL WILL DEPEND ON SELLING A VARIETY OF ITEMS INCLUDING OFF SALE ALCOHOLIC BEV. THOUGH OUR MAIN GOAL WILL BE FOCUSED ON SELLING EVERYDAY'S HOUSEHOLD CONVENIENT ITEMS PLUS SOME FAST FOODS.

22. APPLICANT SIGNATURE

Shirley Kana

23. DATE SIGNED

9/27/2023

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

☒ Yes

☐ No

☐ See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

ATTACHMENT 3

**Re: Beer / Wine off sale License
Shiraz Kara
Cooper Mart
763 Reeves Ave
Yuba City, Ca 95991**

The store has been existing since 1950's serving the neighborhood with basic everyday household needs, including Beer/wine. Cooper Mart will continue to serve the community as it has done in the past.

In today's competitive market, from the big stores, the survival of the store will depend on the items it offers for sale, besides grocery items. Selling Beer and wine is a necessity for its survival.

Serving our repeated customers with pride and joy, there has never been any major incidents, that includes robbery or any hold ups.

The existence and survival of the store would be a big plus to the community.

Store hours will be 8am to 8pm Monday to Sunday.

Date: March 7, 2023
To: Honorable Mayor & Members of the City Council
From: Development Services Department
Presentation By: Doug Libby, AICP, Deputy Director of Development Services

Summary

Subject: Cooper Market Liquor Department of Alcoholic Beverage Control (ABC) Premise-To-Premise Transfer Application

Recommendation: Adopt a Resolution making a finding of public convenience or necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control (ABC) License at 759 Reeves Avenue (Cooper Market Liquor).

Fiscal Impact: No direct fiscal impact will result from recommending approval of the proposed Alcoholic Beverage Control application.

Purpose:

Consideration to make a finding of public convenience or necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control License at 759 Reeves Avenue (Cooper Market Liquor).

Council's Strategic Goal:

Business Friendly.

Background:

The City has received an application from Charnjit Singh, and Paramjit Kaur who operate Cooper Market Liquor located at 763 Reeves Avenue, which is located on the corner of Cooper, and Reeves Ave. They are requesting a Type 21 (Off-Sale General) premise-to-premise license transfer with the Department of Alcoholic Beverage Control. The application states the applicant currently holds a Type 21 (Off-Sale General) license, which provides for the sale of beer, wine and distilled spirits for consumption off the premises where sold.

The application also states the business has never been suspended from the sale of alcoholic beverages or fined by the Alcoholic Beverage Control Department (ABC) in the last 17 years of operation. The applicant states the reason for changing the license location is because the landlord is increasing the rent significantly at the completion of their current lease agreement. As a result, the applicants have purchased the adjacent lot (759 Reeves Avenue) where they are pursuing constructing a new market location to continue their business.

When ABC receives an application for a location where a high concentration of licenses exist within an existing census tract, and/or a crime rate exceeding 25% of the average, the local

government is required to approve an application before ABC takes final action. In this instance, Cooper Market Liquor's application states the average number of offenses per district is 1157, while the total number of offenses in the reporting district is 1621, exceeding 120% of the average number of offenses. This location is in Yuba City Police Beat Number Four.

Analysis:

Cooper Market Liquor is open until 10pm every day. The ABC and State Business and Professions Code, Section 23958, states the governing body must determine that the approval of this license would provide public convenience or necessity, in order for the license application to be approved by ABC in this location due to the total number of offenses in the reporting district exceeding 120% of the average number of offenses.

Development Services staff and Police Commander Escherman has reviewed the application and believe that a public convenience is provided through the sale of alcohol at this business location.

Fiscal Impact:

No direct fiscal impact will result from making a finding of public convenience and necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control License at 759 Reeves Avenue in Yuba City (Cooper Market Liquor).

Alternatives:

Do not make a finding of public convenience and necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control License at 759 Reeves Avenue in Yuba City (Cooper Market Liquor).

Recommendations:

Adopt a Resolution making a finding of public convenience and necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control (ABC) License at 759 Reeves Avenue in Yuba City (Cooper Market Liquor).

Attachments:

1. Resolution making a finding of public convenience and necessity for the premise-to-premise transfer of a Type 21 (Off-Sale General) Alcoholic Beverage Control (ABC) License from 763 Reeves Avenue to 759 Reeves Avenue in Yuba City (Cooper Market Liquor).
2. Department of Alcoholic Beverage Control Application

Prepared By:
Aaron Brown
Assistant Planner

Submitted By:
Diana Langley
City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Water Treatment Plant Backwash Flowmeter
Recommendation: Approve a Capital Acquisition of an Endress Hauser clamp-on flowmeter for the backwash valve at the Water Treatment Plant
Fiscal Impact: \$26,000 – Account No. 971227-65501 (Recurring WTP & Satellite Facility Improvements)

Purpose:

To replace the existing flowmeter on the backwash valve piping at the Water Treatment Plant (WTP).

Council's Strategic Goals:

This item addresses the Council's Strategic Goals of *Infrastructure* and *Public Safety* by maintaining public health and safety through the reliable operation of drinking water treatment infrastructure.

Background:

The City's water and wastewater infrastructure requires a number of flowmeters, which monitor the flow of the various types of water in the system. One of these flowmeters is located at the backwash valve at the WTP, which uses clean water to flush residual untreated water from the system back into the Feather River. Reliable function of the associated flowmeter is critical to monitor and control the pressure and flow required for this process and, ultimately, maintain the integrity of the potable water produced by the WTP.

Analysis:

The flowmeter at the backwash valve has unexpectedly malfunctioned and requires full replacement, which could not be anticipated during the Fiscal Year 23/24 budget cycle.

Public Works has evaluated the equipment and recommends replacement with an Endress Hauser clamp-on flowmeter. This will allow for easy calibration and adjustment once installed, is readily available, and matches the manufacturer of other new flowmeters in the water and wastewater systems for consistency and performance.

Fiscal Impact:

Purchase and installation of the flowmeter, including contingency, is \$26,000. There is sufficient funding for this item in CIP Account No. 971227-65501 (Recurring WTP & Satellite Facility Improvements).

Alternatives:

None at this time, as it is necessary for continued safe operation of critical infrastructure.

Recommendation:

Approve a capital acquisition of an Endress Hauser clamp-on flowmeter for the backwash valve at the Water Treatment Plant.

Attachments:

None

Prepared By:

Scarlett O. Harris
Administrative Analyst II

Submitted By:

Diana Langley
City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Appointments to the City of Yuba City Youth Commission
Recommendation: Approve the Recommendations for Appointments to the Youth Commission
Fiscal Impact: None

Purpose:

To fill vacancies and confirm the appointment of seven (7) Commissioners to the Yuba City Youth Commission.

Background:

The Youth Commission acts in an advisory capacity to the City Council, City Manager and the Community Services Director in all matters pertaining to youth and all general matters concerning issues affecting youth and the City of Yuba City. The Commission consists of nine members and up to three alternates. The Commission meets on the 3rd Wednesday of each month at 7:00 p.m. in the Sutter Room at City Hall and members must be between the ages of 12 and 19 years of age and reside within the City limits. Advertisements and notices for vacant positions were posted through social media, local high schools, and the Appeal Democrat.

Municipal Code Section 2-11 defines a rotating appointment schedule for the Youth Commission. Four members shall be appointed in odd years, five members shall be appointed in even years, and alternates take turns rotating between years as follows:

Odd years: Four members, plus alternates 1 and an optional alternate 3.

Even years: Five members, plus an optional alternate 2.

Additionally, Gabby Rojo has withdrawn her interest in serving as an alternate on the Youth Commission. This creates a third alternate vacancy this year.

The term of service for all members is two years. The application and selection process for current vacancies on the Youth Commission is complete.

Seven (7) appointments are recommended (4 Commissioners and 3 Alternates):

Commission	Name	Term Ending
Youth Commission	Nimervir Thiara (Moving from Alternate)	6/29/2024
Youth Commission	Jackson Miller (Moving from Alternate)	6/29/2024
Youth Commission	Sukhraj Gill	6/29/2025
Youth Commission	Maddy de Lange	6/29/2025
Youth Commission (Alternate)	Amelia Mullen	6/29/2025
Youth Commission (Alternate)	Ellie Hartridge Gundershaug	6/29/2025
Youth Commission (Alternate)	Nanak Tumber	6/29/2024

Fiscal Impact:

None

Recommendation:

Approve the Recommendation of Appointments to the Youth Commission.

Attachments:

None

Prepared By:

Ciara Wakefield
City Clerk Administrator

Submitted By:

Diana Langley
City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Proposition 1 Integrated Regional Water Management Round 1 Grant Project 5 (Environmental Document Approval)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption for the Proposition 1 Integrated Regional Water Management Round 1 Grant Project 5 – Trash Capture Device in Gilsizer Slough Project (21-18)

Fiscal Impact: Minimal staff time associated with developing and filing the Notice of Exemption, which is budgeted for through Capital Improvement Program Account No. 911297-65501

Purpose:

To improve downstream ecosystems connected to Gilsizer Slough by removing pollutants from surface waters and complying with pending State trash capture requirements.

Council's Strategic Goal:

This project addresses City Council's Strategic Goal of Improving Infrastructure by providing stormwater infrastructure in Gilsizer Slough that improves water quality.

Background:

In 2019, Butte County was the lead agency for the North Sacramento Valley Integrated Regional Water Management (NSV IRWM) Region's Proposition 1 Round 1 grant funding application. Butte County examined various stakeholder's projects that have been identified in approved Storm Water Resource Plans (SWRP) from various NSV IRWM stakeholders. Two of the City's SWRP projects were selected to be included in Butte County's NSV IRWM Proposition 1 Round 1 grant application: Project 4 Gilsizer North Detention Basin Improvement Project and Project 5 Trash Capture Device in Gilsizer Slough Project. The City's projects were awarded funding by DWR in the amount of \$970,700 on July 3, 2020.

Project 5 involves installing a full capture trash capture device to a newly constructed concrete pad at the bottom of Gilsizer Slough downstream of Lincoln Rd. Refer to Attachment 2 for a location map.

On April 5, 2022, Council approved awarding a Professional Services Agreement to West Yost for development of plans and specifications, required permit applications, and other services for the City's projects.

Analysis:

West Yost is in the process of developing the plans and specifications for Project 5. The design for the project includes construction of a concrete pad as an addition to an existing culvert in Gilsizer Slough where a trash capture device will be installed. The area of the addition to the culvert will be less than 2,500 square feet.

The City needs to provide evidence of complying with the California Environmental Quality Act (CEQA) in order to proceed with various permit applications, including a California Department of Fish and Wildlife 1600 Streambed Alteration Agreement, California Regional Water Quality Control Board Clean Water Act 401 Water Quality Certification, and United State Environmental Protection Agency Clean Water Act 404 permit.

Staff have performed a preliminary environmental assessment of this project and have determined that the Project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301(e)(1), as the Project is defined as a minor addition to existing structures provided that the addition will not result in an increase of more than 2,500 square feet. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project. As such the City adopts a Categorical Exemption per CEQA Guidelines section 15301(e)(1) for this project.

Once permit applications submitted and approved, West Yost can finalize the plans and specifications for the Project. Staff will return to Council at a later date for approval of the plans and specifications and authorization to advertise the Project for bids.

Fiscal Impact:

Minimal staff time associated with developing and filing the Notice of Exemption, which is budgeted for through Capital Improvement Program Account No. 911297-65501.

Alternatives:

Do not adopt the categorical exemption and direct staff to perform additional environmental analysis resulting in a delay of the project and potentially forfeiture of awarded grant funds.

Recommendation:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption for the Proposition 1 Integrated Regional Water Management Project 5 Trash Capture Device in Gilsizer Slough Project.

Attachments:

1. Prop 1 IRWM Project CEQA Exemption RESOLUTION 21-18
2. Project 5 Project Location Map

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
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION FOR THE
NORTH SACRAMENTO VALLEY PROPOSITION 1 ROUND 1 GRANT
PROJECT 5 TRASH CAPTURE DEVICE IN GILSIZER SLOUGH**

WHEREAS, the Public Works Department intends to submit a Notice of Exemption for the North Sacramento Valley Proposition 1 Integrated Regional Water Management Grant Project 5 Trash Capture Device in Gilsizer Slough Project (Project).

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

1. Staff have performed a preliminary environmental assessment of this project and has determined that the Project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301(e)(1), where the Project is defined as a minor addition to existing structures provided that the addition will not result in an increase of more than 2,500 square feet. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project. As such the City adopts a Categorical Exemption per CEQA Guidelines section 15301 for this project.
2. The Public Works Department is hereby authorized and directed to submit a Notice of Exemption for the Project.

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 7th day of November, 2023.

AYES:

NOES:

ABSENT:

ATTEST:

Wade Kirchner, Mayor

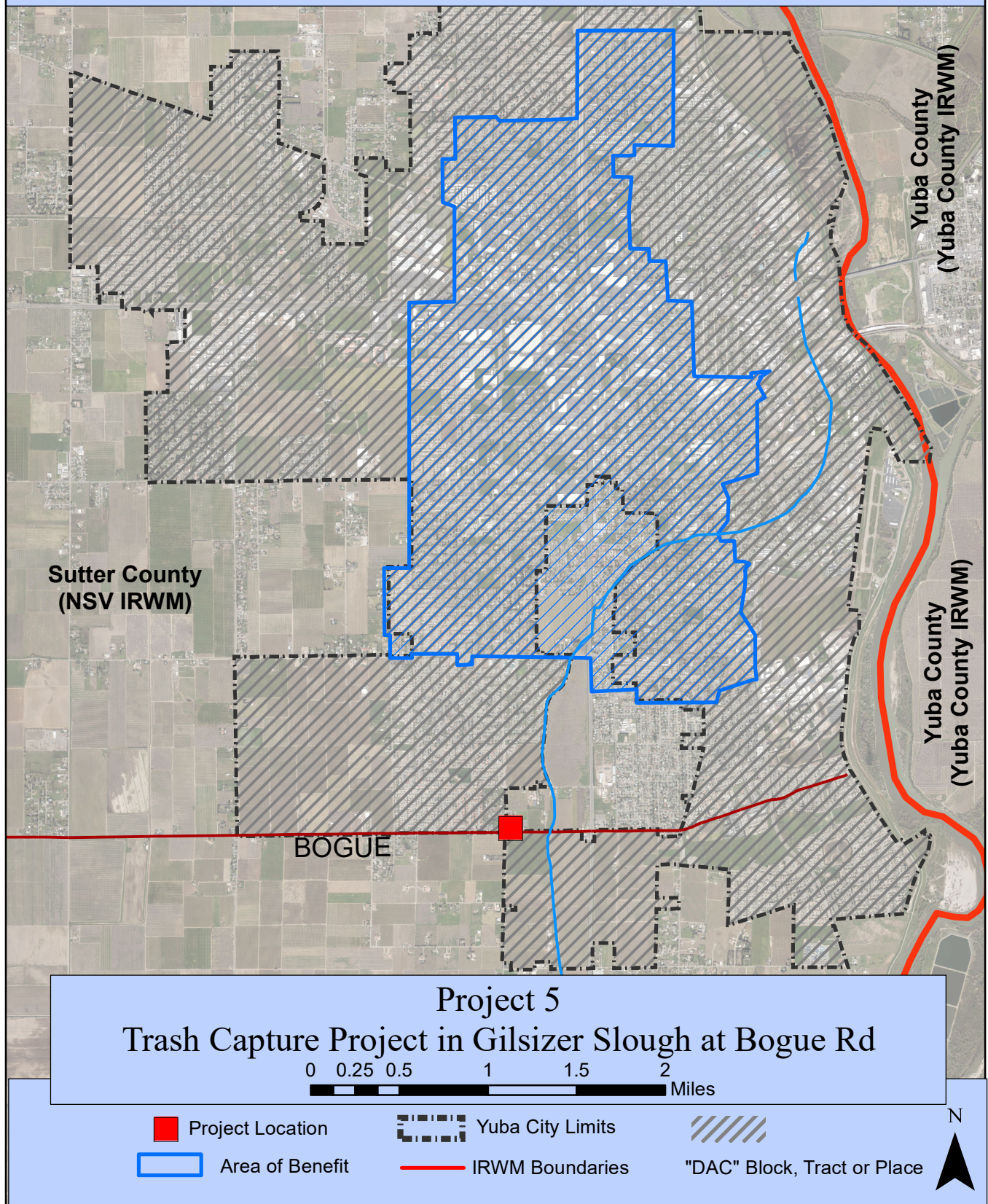
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

Northern Sacramento Valley (NSV) IRWM Prop 1 Implementation Projects



CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Didar S. Bains Park - Storm Drain Connection

Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 4 Categorical Exemption

B. Awards a construction contract to North Star Construction and Engineering, Inc. in the amount of \$127,676.39 through Sourcewell Contract No. CA-R3-GS02-123021-NSC, with the finding that it is in the best interest of the City

C. Authorizes the City Manager to execute all necessary documents related to the project

Fiscal Impact: \$140,444.03 – CIP Account No. 1207 (Harter Parkway Park and Bike Connection)

\$140,444.03 – Total Project Cost
\$127,676.39 – Construction Amount
\$ 12,767.64 – 10% Contingency

Purpose:

To connect Didar S. Bains Park's storm drain piping to the City's storm drainage system.

Council Strategic Goal:

This project addresses two Council Strategic Goals, "Business Friendly" and "Infrastructure." This project will construct storm drain infrastructure which will allow for conveyance of stormwater from the new park property into the City's storm drainage system. Through the improvements, the City will also be constructing infrastructure that will benefit the future northerly development, Harter North.

Background:

The City's newest park, Didar S. Bains Park (Park), was constructed between April 2022 and August 2023. During the utility installation portion of the Park's construction, it was determined that the Park's storm drain connection to the City's existing storm drainage infrastructure conflicted with future development plans for Harter North. To mitigate any conflicts, the City consulted with Harter North's

design engineers to determine a solution which would best suit both parties. Ultimately, it was determined that the best option would be for a storm junction drain inlet (SJDI) to be constructed, which would serve both the park and the northerly development. This SJDI would then connect to the City's storm drainage infrastructure via an existing manhole on Harter Parkway.

After review, the City determined that the Park would need a storm drain connection before Harter North would be constructed; therefore, the City would construct the new infrastructure. It was also determined based on the amount of work outside of the Park contractor's original contract, the complexity of the work, and the amount of traffic control needed, that it would be best to have a contractor other than the Park contractor to construct improvements.

Analysis:

North Star Construction and Engineering, Inc. (North Star) is a local contractor that the City has worked with numerous times in the past with great results. City staff regularly experiences high levels of competence, professionalism, and quality of work from North Star on projects which they construct for the City. North Star is interested and available to construct the aforementioned storm water infrastructure. In order to expedite the procurement process, Staff recommends utilizing the Sourcewell Cooperative Program (Sourcewell). If approved, and pending acceptable weather North Star would be able to begin the work in late November 2023. Work would likely be completed in December of 2023.

Sourcewell gathers nationwide bids for products and services resulting in time and cost efficiencies through the procurement process, and better purchasing leverage due to a nationwide scope. The City has utilized Sourcewell on various occasions in recent years for purchases and construction contracts, with great results. Some of these include: purchase of playground equipment, purchase of Public Works equipment, design/build contract for the bike park at Didar S. Bains Park, and design/build contract for the Blackburn Talley LED Stadium Lighting Retrofit.

Fiscal Impact:

North Star's Sourcewell contract is \$127,676.39 for the proposed scope of work, a 10% construction contingency amount is \$12,768, with a total proposed construction budget being \$140,444. The project is proposed to be funded through the existing project account: CIP Account No. 1207 (Harter Parkway Park and Bikeway Connection), utilizing remaining project contingency funds. With the close-out of the park contract with Marina Landscapes, there will be sufficient contingency funds remaining in the project account to fund the storm drainage improvements. Staff will coordinate to update and establish encumbrances to fund the proposed project via CIP Account No. 1207.

Environmental:

Staff has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and determined that it falls within the Class 4 Categorical Exemption set forth in CEQA Guidelines Section 15304, as the work involves minor trenching and backfilling, where the surface will be restored. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Do not award the Sourcewell Contract to North Star, and utilize the standard formal bidding procedures. This will result in project delays.

Recommendation:

Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 4 Categorical Exemption

B. Awards a construction contract to North Star Construction and Engineering, Inc. in the amount of \$127,676.39 through Sourcewell Contract No. CA-R3-GS02-123021-NSC, with the finding that it is in the best interest of the City

C. Authorizes the City Manager to execute all necessary documents related to the project

Attachments:

1. Attachment 1 - Resolution
2. Exhibit A - Sourcewell Contract

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 4 CATEGORICAL EXEMPTION; AWARDING A
CONSTRUCTION CONTRACT TO NORTH STAR CONSTRUCTION AND
ENGINEERING, INC. IN THE AMOUNT OF \$127,676.39 THROUGH SOURCEWELL
CONTRACT NO. CA-R3-GS02-123021-NSC, WITH THE FINDING THAT IT IS IN THE
BEST INTEREST OF THE CITY; AND AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE PROJECT**

WHEREAS, the City of Yuba City desires utilize Sourcewell Cooperative Contract No. CA-R3-GS02-123021-NSC for the procurement of the Didar S. Bains Park – Storm Drain Connection construction contract at a competitively bid, negotiated price; and,

WHEREAS, Sourcewell Cooperative awarded Contract No. CA-R3-GS02-123021-NSC to North Star Construction and Engineering, Inc, of Yuba City, CA following a nationwide competitive Request for Quotation process; and,

WHEREAS, the City desires to award the bid to North Star Construction and Engineering, Inc. of Yuba City, CA through the Sourcewell Cooperative Contract No. CA-R3-GS02-123021-NSC negotiated price of \$127,676.39.

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

- Section 1. The City Council finds and determines that a Class 4 Categorical Exemption set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15304, applies to this project, as the construction of the storm drain improvements is defined as minor alteration to land in which minor trenching and backfilling will occur. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.
- Section 2. The City Council of the City Yuba City awards the construction contract to North Star Construction and Engineering Inc, of Yuba City, CA by piggybacking on the Sourcewell Cooperative Contract No. CA-R3-GS02-123021-NSC negotiated price of \$127,676.39, with the finding that it is in the best interest of the City.
- Section 3. The City Manager is authorized to execute any agreement or other document required for the purchase subject to approval as to legal form by the City Attorney.
- Section 4. 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 7th day of November 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – Quote: Sourcewell Contract Number CA-R3-GS02-123021-NSC

EXHIBIT A

Work Order Signature Document**EZIQC Contract No.: CA-R3-GS02-123021-NSC**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 122748.00

Work Order Date: 11/01/2023

Work Order Title: City of Yuba City - Harter Parkway Storm Drain

Owner Name: City of Yuba City

Contractor Name: North Star Construction and Engineering, Inc

Contact: Josh Wolffe

Contact: Zach Milner

Phone: 530-822-3288

Phone: 530-682-6151

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R3-GS02-123021-NSC.

Brief Work Order Description:

Harter Parkway Storm Drain

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$127,676.39**

Owner Purchase Order Number:

Approvals_____
City of Yuba City_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Zach Milner
North Star Construction and Engineering, Inc
1282 Stabler Lane #630-109
Yuba City, CA 95993
530-682-6151

From: Josh Wolfe
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993
530-822-3288

Date Printed: November 01, 2023

Work Order Number: 122748.00

Work Order Title: City of Yuba City - Harter Parkway Storm Drain

Brief Scope: Harter Parkway Storm Drain

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

DSOW:

1. Supply and Install 180 LF of 18-inch Type S HDPE from new JDI to existing SDMH in Harter Parkway.
2. Supply and Install 1 EA Junction Drop Inlet (JDI) per City Detail DR4. We will provide flattop lid in lieu of frame, grate, and hood.
3. Install 13 LF of 30-inch Type S HDPE Stub to the North of the new JDI.
4. Intercept existing 12-inch storm drain pipe from the new Park and terminate in new JDI.
5. Include Traffic Control, Aggregate Base, Paving and Striping Repairs for work in Harter Road.
6. Provide appropriate BMP's for all work.

Exclusions/Clarifications:

1. Excludes aggregate base backfill for entire pipe run.
2. Proposal assumes native soil spoils can be left onsite (graded out.)
3. Proposal includes payment and performance bonds.

Subject to the terms and conditions of EZIQC Contract **CA-R3-GS02-123021-NSC**.

Contractor

Date

City of Yuba City

Date

Contractor's Price Proposal - Summary

Date: November 01, 2023

Re: IQC Master Contract #: CA-R3-GS02-123021-NSC
Work Order #: 122748.00
Owner PO #:
Title: City of Yuba City - Harter Parkway Storm Drain
Contractor: North Star Construction and Engineering,Inc
Proposal Value: \$127,676.39

Section - 01	\$54,148.53
Section - 02	\$3,764.08
Section - 31	\$36,739.35
Section - 32	\$9,238.97
Section - 33	\$23,785.46
Proposal Total	\$127,676.39

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: November 01, 2023

Re: IQC Master Contract #: CA-R3-GS02-123021-NSC
 Work Order #: 122748.00
 Owner PO #:
 Title: City of Yuba City - Harter Parkway Storm Drain
 Contractor: North Star Construction and Engineering, Inc
 Proposal Value: \$127,676.39

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 01					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$2,750.00
			Installation	Quantity 2,500.00 x Unit Price 1.00 x Factor 1.1000 = Total 2,750.00	
				Payment and Performance Bonds	
2	01 22 20 00 0079		HR	Flagperson For Traffic Control	\$17,933.47
			Installation	Quantity 160.00 x Unit Price 76.77 x Factor 1.4600 = Total 17,933.47	
				All Traffic Control	
3	01 22 20 00 0094		HR	Painter, Ordinary Maintenance Crew With Truck And ToolsThis task will be used specifically for maintenance service calls.	\$719.43
			Installation	Quantity 4.00 x Unit Price 123.19 x Factor 1.4600 = Total 719.43	
				Pavement Markings	
4	01 22 20 00 0094 0122		EA	For Material Supplies On Each Service Call, Add	\$14.60
			Installation	Quantity 1.00 x Unit Price 10.00 x Factor 1.4600 = Total 14.60	
5	01 22 23 00 0231		EA	Placement And Removal Of Steel Roadway Plates	\$3,274.49
			Installation	Quantity 45.00 x Unit Price 49.84 x Factor 1.4600 = Total 3,274.49	
				3 plates for 2 weeks = 45 EA	
6	01 22 23 00 0239		WK	1" x 5' x 10' Steel Plate	\$1,031.31
			Installation	Quantity 6.00 x Unit Price 117.73 x Factor 1.4600 = Total 1,031.31	
				3 plates for 2 weeks = 6 weeks	
7	01 22 23 00 0259		LF	Cold Mix For Temporary Ramp Base, 6" At Edge Of Trench Plate	\$1,379.70
			Installation	Quantity 450.00 x Unit Price 2.10 x Factor 1.4600 = Total 1,379.70	
				At Trench Plates	
8	01 22 23 00 0457		WK	2' Rails, 1 Cylinder, Aluminum Hydraulic ShoringUp to 88" spread width.	\$1,228.33
			Installation	Quantity 12.00 x Unit Price 70.11 x Factor 1.4600 = Total 1,228.33	
				6 rails for 2 weeks = 12 weeks	
9	01 22 23 00 0875		DAY	2,500 PSI Pressure Washer With Full-Time Operator	\$2,118.69
			Installation	Quantity 2.00 x Unit Price 725.58 x Factor 1.4600 = Total 2,118.69	
				Potholing	

Work Order Number: 122748.00
Work Order Title: City of Yuba City - Harter Parkway Storm Drain

Section - 02													
16	02	41	13	13 0040	SF	>3" To 6" By Hand, Break-up And Remove Bituminous Paving							\$1,319.84
					Installation	Quantity		Unit Price		Factor	=	Total	
						200.00	x	4.52	x	1.4600		1,319.84	
					Harter Parkway								
17	02	41	19	13 0071	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.							\$1,353.68
					Installation	Quantity		Unit Price		Factor	=	Total	
						1.00	x	927.18	x	1.4600		1,353.68	
					All Saw cutting in Harter Parkway								

Contractor's Price Proposal - Detail Continues..

Work Order Number: 122748.00

Work Order Title: City of Yuba City - Harter Parkway Storm Drain

Section - 02

18	02 41 19 13 0333	EA	Core Drill Minimum ChargeFor projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth".						\$1,090.56
			Installation	Quantity		Unit Price		Factor	Total
				1.00	x	746.96	x	1.4600	= 1,090.56
			Core Drill Existing SDMH						

Subtotal for Section - 02

\$3,764.08

Section - 31

19	31 05 16 00 0024	CY	Crusher Run Aggregate Fill (3/4" Minus)						\$6,911.64
			Installation	Quantity		Unit Price		Factor	Total
				150.00	x	31.56	x	1.4600	= 6,911.64
			Pipe Bedding and Backfill						
20	31 05 16 00 0024 0057		For >96, Deduct						-\$1,200.12
			Installation	Quantity		Unit Price		Factor	Total
				150.00	x	-5.48	x	1.4600	= -1,200.12
21	31 23 16 13 0003	CY	Over 12" Wide, Excavation for Trenching by Machine in Soil						\$3,985.36
			Installation	Quantity		Unit Price		Factor	Total
				405.00	x	6.74	x	1.4600	= 3,985.36
			450 CY Total (90% by Machine = 405 CY: 10% by Hand = 45 CY)						
22	31 23 16 13 0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.						\$7,491.11
			Installation	Quantity		Unit Price		Factor	Total
				45.00	x	114.02	x	1.4600	= 7,491.11
			450 CY Total (90% by Machine = 405 CY: 10% by Hand = 45 CY)						
23	31 23 16 13 0010	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine						\$2,140.51
			Installation	Quantity		Unit Price		Factor	Total
				405.00	x	3.62	x	1.4600	= 2,140.51
			450 CY Total (90% by Machine = 405 CY: 10% by Hand = 45 CY)						
24	31 23 16 13 0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand						\$2,080.72
			Installation	Quantity		Unit Price		Factor	Total
				45.00	x	31.67	x	1.4600	= 2,080.72
			450 CY Total (90% by Machine = 405 CY: 10% by Hand = 45 CY)						
25	31 23 16 13 0013	CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate , Air Tamper, Etcetera						\$3,926.23
			Installation	Quantity		Unit Price		Factor	Total
				405.00	x	6.64	x	1.4600	= 3,926.23
			450 CY Total (90% by Machine = 405 CY: 10% by Hand = 45 CY)						
26	31 23 16 13 0014	CY	Compaction of Fill or Subbase for Trenches by Hand						\$2,347.46
			Installation	Quantity		Unit Price		Factor	Total
				45.00	x	35.73	x	1.4600	= 2,347.46
			450 CY Total (90% by Machine = 405 CY: 10% by Hand = 45 CY)						
27	31 23 16 13 0019	CY	Spread Excess Or Imported Material On Site With Machine						\$867.24
			Installation	Quantity		Unit Price		Factor	Total
				200.00	x	2.97	x	1.4600	= 867.24
			Excess from AB and Crashed Rock						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 122748.00

Work Order Title: City of Yuba City - Harter Parkway Storm Drain

Section - 31

28	31	23	16	13	0019	0077	For >50 To 250, Add										\$216.08
							Installation	Quantity		Unit Price		Factor	=	Total			
								200.00	x	0.74	x	1.4600	=	216.08			
29	31	25	14	26	0027		EA	Wattles (Sterile Straw Filled Rolls), 9" x 25'									\$1,842.52
							Installation	Quantity		Unit Price		Factor	=	Total			
								8.00	x	157.75	x	1.4600	=	1,842.52			
							BMP's										
30	31	32	19	16	0012		SY	200 LB Grab Tensile Woven Slit Film Geotextile Fabric (Carthage Mills FX-55)									\$251.82
							Installation	Quantity		Unit Price		Factor	=	Total			
								112.00	x	1.54	x	1.4600	=	251.82			
							Geotextile for separation of crushed rock										
31	31	32	19	16	0012	0088	For >50 To 150, Add										\$42.52
							Installation	Quantity		Unit Price		Factor	=	Total			
								112.00	x	0.26	x	1.4600	=	42.52			
32	31	41	13	00	0005		SF	12' Deep Excavation, Wood Shoring, Pull And Salvage									\$5,836.26
							Installation	Quantity		Unit Price		Factor	=	Total			
								288.00	x	13.88	x	1.4600	=	5,836.26			
							6 EA x 12' x 4' = 288 SF										

Subtotal for Section - 31

\$36,739.35

Section - 32

33	32	11	16	16	0004		CY	Class II Graded Crushed Aggregate Roadway Base Course									\$5,870.66
							Installation	Quantity		Unit Price		Factor	=	Total			
								50.00	x	80.42	x	1.4600	=	5,870.66			
							Backfill Harter Parkway										
34	32	12	16	13	0023		TON	Hand Placed Hot Mixed Asphalt 3,954 LB/CYFor small areas not reachable by machine. Includes placement, rolling, finishing and sweeping.									\$3,368.31
							Installation	Quantity		Unit Price		Factor	=	Total			
								7.00	x	329.58	x	1.4600	=	3,368.31			
							Paving Hater Parkway										

Subtotal for Section - 32

\$9,238.97

Section - 33

35	33	05	61	00	0015		EA	8' Deep, 4' Diameter, Precast Concrete Manhole									\$4,445.71
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	3,045.01	x	1.4600	=	4,445.71			
							DR4										
36	33	05	61	00	0016		VLF	Riser For 4' Diameter, Precast Concrete ManholeFor depths greater than 8'.									\$1,932.92
							Installation	Quantity		Unit Price		Factor	=	Total			
								4.00	x	330.98	x	1.4600	=	1,932.92			
							DR4										
37	33	05	61	00	0019		EA	Extended Base Slab For 4' Diameter, Precast Concrete Manhole									\$669.44
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	458.52	x	1.4600	=	669.44			
							DR4										
38	33	05	61	00	0020		EA	Precast Channel For 4' Diameter, Precast Concrete Manhole									\$961.53
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	658.58	x	1.4600	=	961.53			
							DR4										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 122748.00

Work Order Title: City of Yuba City - Harter Parkway Storm Drain

Section - 33

39	33 05 84 00 0005	EA	4' Diameter x 8" Thick Precast Manhole Top Slab							\$918.15
			Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	628.87	x	1.4600	=	918.15
			DR4							
40	33 05 84 00 0089	EA	>12" To 21", Bentonite Collar At Manhole Connection							\$906.62
			Installation	Quantity		Unit Price		Factor	=	Total
				3.00	x	206.99	x	1.4600	=	906.62
			12" Existing Pipe and 18" New Pipe							
41	33 05 84 00 0090	EA	>21" To 30" Pipe, Bentonite Collar At Manhole Connection							\$479.51
			Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	328.43	x	1.4600	=	479.51
			30" New Pipe							
42	33 05 84 00 0109	EA	18" Tap In Existing Precast Concrete Manhole							\$1,877.02
			Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	1,285.63	x	1.4600	=	1,877.02
			18" New Pipe at Existing MH							
43	33 42 11 00 0288	LF	12" Bell And Spigot, Smooth Interior, Double Wall, Corrugated High Density Polyethylene (HDPE) Pipe							\$255.50
			Installation	Quantity		Unit Price		Factor	=	Total
				0.00	x	26.14	x	1.4600	=	0.00
			Demolition	Quantity		Unit Price		Factor	=	Total
				20.00	x	8.75	x	1.4600	=	255.50
			Existing 12" Pipe							
44	33 42 11 00 0290	LF	18" Bell And Spigot, Smooth Interior, Double Wall, Corrugated High Density Polyethylene (HDPE) Pipe							\$9,802.44
			Installation	Quantity		Unit Price		Factor	=	Total
				180.00	x	37.30	x	1.4600	=	9,802.44
			New 18"Pipe							
45	33 42 11 00 0292	LF	30" Bell And Spigot, Smooth Interior, Double Wall, Corrugated High Density Polyethylene (HDPE) Pipe							\$1,424.07
			Installation	Quantity		Unit Price		Factor	=	Total
				13.00	x	75.03	x	1.4600	=	1,424.07
			New 30" Pipe							
46	33 42 11 00 0292 0046		For <100, Add							\$112.55
			Installation	Quantity		Unit Price		Factor	=	Total
				13.00	x	5.93	x	1.4600	=	112.55

Subtotal for Section - 33

\$23,785.46

Proposal Total

\$127,676.39

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: November 01, 2023

Re: IQC Master Contract #: CA-R3-GS02-123021-NSC
Work Order #: 122748.00
Owner PO #:
Title: City of Yuba City - Harter Parkway Storm Drain
Contractor: North Star Construction and Engineering, Inc
Proposal Value: \$127,676.39

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Public Hearing No. 1 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: A. Receive a report from staff on the redistricting process and permissible criteria to be considered to redraw district boundaries; and

B. Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City

Fiscal Impact: None

Purpose:

To receive a report on the districting process for annexed property and permissible criteria to be considered to modify district boundaries; and conduct a Public Hearing to receive public input on district boundaries.

Council's Strategic Goal:

Including recently annexed areas into the City Council District Boundaries addresses the City Council's overarching goal of quality of life.

Background:

Prior to the November 2022 election, City Councilmembers were elected at-large in which every voter in the City voted for each member of Council, regardless of where the voter or the candidate is registered to vote in the City. Under a district-based system of elections, the City is divided into districts, candidates may only run for the seat representing the district in which they are registered to vote, and voters may only vote for a candidate from their district. One of the reasons for the transition is that district elections are consistent with the California Voting Rights Act (CVRA), which encourages district elections for communities with a significant population of minority groups.

Between September 21, 2021, and February 1, 2022, the City Council held five public hearings to establish a District-Based System of Elections for members of the City Council. On February 1, 2022, City Council adopted an Ordinance adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to establish a District-Based System of Elections for members of the City

Council. The Ordinance is based on the National Demographics Corporation (NDC) Green Map (NDC Green Map), which is based on data from the 2020 census, and includes election sequencing to transition to a District-Based System of Elections.

Since the adoption of the current boundary maps, there have been significant annexations in the southwest and southern portions of Yuba City, adjacent to Council Districts 4 and 5. The annexed areas are currently primarily vacant agricultural land. The Council District Boundary Maps need to be modified to incorporate the annexed areas and be adopted prior to April 2024.

Analysis:

Process

The City Council typically chooses where the district lines will be drawn every 10 years based on the latest U.S. Census. Between these regular 10-year updates changes to district boundaries are typically not allowed under the Elections Code. However, there is an exception for circumstance here, as new territory has been annexed into the City and the total annexed territory contains less than 25% of the City's population. In such cases the City Council may update the district boundaries to allow for the new members of the community to vote in City elections, etc.

State laws set strict criteria for the updates of the district boundaries in such circumstances. Specifically the City Council is required to add the new territory "to the nearest existing Council district without changing the boundaries of other Council district boundaries."

Even though the criteria for setting the boundaries for annexed property is constrained by State law, the default procedures for redistricting boundaries still apply. Under these procedures the public will have the opportunity to draw and submit district maps for Council's consideration, and the City may develop its own maps for consideration. By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- One Public Hearing will be held to invite public input regarding the composition of the City's voting districts before any draft maps are drawn. This hearing is currently scheduled for November 7, 2023.
- Three Public Hearings will be held to invite public input regarding the composition of the City's proposed modifications to the voting districts after the draft maps are drawn. These hearings are currently scheduled for December 19, 2023, and January 16 and February 6, 2024.
- After the Public Hearings, the City Council will introduce an ordinance establishing a map with the modified voting division boundaries scheduled for February 20, 2024, and the ordinance will then be presented for final adoption on March 5, 2024.

Mandatory Criteria for Creating Districts

While public input concerning the composition of the City's voting divisions will be considered, as noted above there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. Any annexed property must be added to the nearest existing Council district; and
2. No other changes to existing Council districts can occur.

Fiscal Impact:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary maps.

Alternatives:

Decline to hold a Public Hearing at this time.

Recommendation:

- A. Receive a report from staff on the redistricting process and permissible criteria to be considered to redraw district boundaries; and
- B. Conduct a Public Hearing to receive public input on district boundaries.

Attachments:

- 1. Attachment 1 - Council Districts Map with Annexations

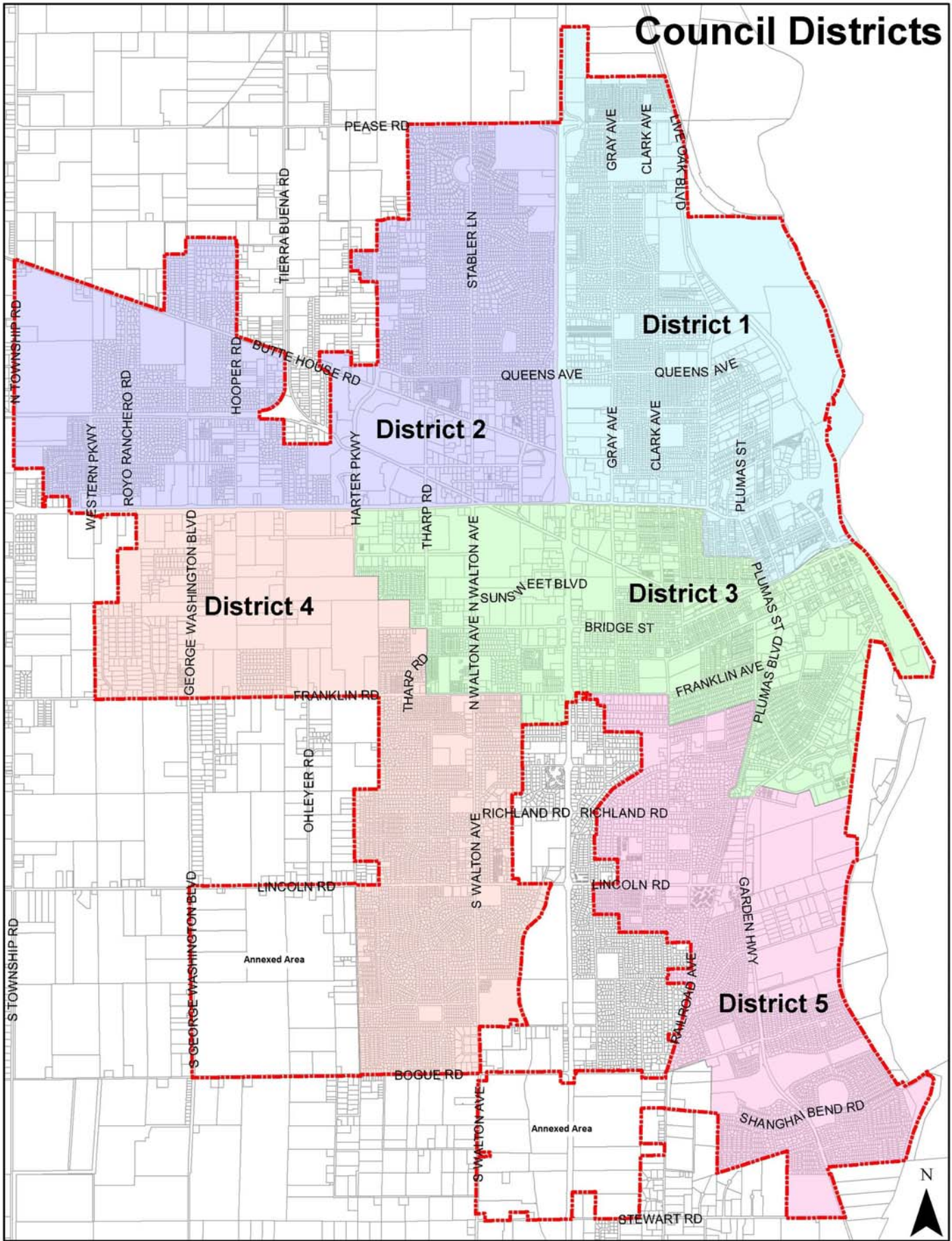
Prepared By:

Diana Langley
City Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Phil Marler, Deputy Director Public Works - Utilities

Summary

Subject: Laboratory Fee Schedule Update
Recommendation: Adopt a Resolution amending the Schedule of Fees and Charges for City Services to update the fees for laboratory services for Fiscal Year 23/24
Fiscal Impact: \$30,000 annually
Revenue Account No. 518-44440 (Sewer – Lab Testing)
Direct Transfer from Account No. 7120 (Water Treatment Plant)
Direct Transfer from Account No. 8120 (Wastewater Treatment Facility)

Purpose:

To adjust laboratory service fees to more accurately recover costs for labor and materials from both internal and commercial customers.

Council's Strategic Goals:

This item addresses Council's Strategic Goal of *Fiscal Responsibility* by ensuring that the City provides laboratory testing and analytical services at a reasonable rate for internal and commercial water and wastewater customers that appropriately funds operations of the Laboratory.

Background:

The City of Yuba City owns and operates the only full-service State of California Environmental Laboratory Accreditation Program (ELAP)-certified laboratory in the Yuba-Sutter region. The Laboratory supports both the Water Treatment Plant and Wastewater Treatment Facility's sampling and analytical needs to meet state regulations. The City also provides these services to external customers, including individuals in the area with drinking water wells, well-drilling companies, private drinking water systems, and other regional public agencies which do not conduct their own testing.

The current fee schedule for commercial laboratory services is based on a fee study conducted in 2010, which fully evaluated the labor and materials required for each test and the ratio of internal to external services in order to sufficiently recover costs and divide costs appropriately between water rate payers, wastewater rate payers, and commercial customers. The fee schedule update was approved by Council in July 2010 with an annual CPI inflation factor.

In recent years, there have been a number of changes to the Laboratory's services which are not captured by the current fee schedule structure due to changes in operations, costs, and regulations: the Laboratory has become ELAP-certified in additional tests to expand necessary services; the Laboratory has allowed a few ELAP certifications to elapse due to lack of customer need; the City's fees for some tests are no longer in-line with industry averages; and the City's fees for some tests do not align with cost-recovery estimates for labor and materials. It is important that laboratory costs are recovered equitably between all customer types and tests.

Analysis:

Public Works staff has conducted an updated Laboratory Fee Study in order to analyze cost recovery for Laboratory labor, capital, and material expenditures by individual test type and number, with methodology adapted from the 2010 fee study (Attachment 2). The cost recovery identified in the study is the actual costs to the City for a single test of that type, as determined by fixed costs shared across all test types, which are Laboratory operating overhead, administrative and sampling tasks, and capital equipment values, and variable costs for that specific test, which are labor hours and materials required.

As part of the study, staff also reviewed comparable laboratories, service and revenue projections, and Department needs in order to develop an updated set of laboratory tests and fees. The proposed individual service fees were determined based on time and methodology required, labor and materials costs, industry standards, and internal harmony with similar services. The full amended User Fee Schedule X. Laboratory Services is attached to the Resolution as Exhibit 1A.

The laboratory fees, along with other water and wastewater fees, will be reviewed as an item in the ongoing Utilities Rate Study 2024 scope of work. The City's consultant may recommend further adjustments to the fee schedule as they evaluate the enterprise fund revenue and financial planning, which could be implemented following the Proposition 218 process.

The Department recommends that the new fee schedule be implemented on January 1, 2024. If approved, Public Works staff will conduct outreach to the Laboratory's major customers to notify them of the changes in prices and available tests.

Fiscal Impact:

The updated fee schedule is projected to increase total test revenue by \$30,000, which includes both external commercial customers and internal Water Treatment Plant and Wastewater Treatment Facility testing. The appropriate proportion of water and wastewater enterprise funding for laboratory operations for the following fiscal year is determined by the actual fees and number of tests conducted for each of the treatment plants, as well as the costs for other reporting and analytical support services provided by the Laboratory for each.

The laboratory fee schedule will be adjusted annually for inflation using the February Commercial Price Index, rounded to the nearest dollar.

Alternatives:

Only approve the addition of the new laboratory services and fees and deletion of non-certified services, and keep the laboratory rates for existing services as already adopted in the City's Fiscal Year 23/24 fee schedule. This schedule is based solely on CPI increases on the 2010 fee study and does not account for the updated cost-recovery needs, alignment with competitor labs, or changes in Laboratory operations, which may impact revenue and customer numbers.

Recommendation:

Adopt a Resolution amending the Schedule of Fees and Charges for City Services to update the fees for laboratory services for Fiscal Year 23/24.

Attachments:

1. Resolution - Laboratory Fee Schedule Update
2. Exhibit 1A - YC Fee Schedule FY 23-24 Proposed_X. Laboratory Services
3. Laboratory Fee Study Update 2023

Prepared By:
Scarlett O. Harris
Administrative Analyst II

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AMENDING THE SCHEDULE OF FEES AND CHARGES FOR LABORATORY SERVICES**

WHEREAS, the City's Utilities Laboratory provides water and wastewater testing and analytical services to the Water Treatment Plant, Wastewater Treatment Facility, and external residential, utility, and municipal customers in accordance with the Environmental Laboratory Accreditation Program (ELAP); and

WHEREAS, on March 20, 2007, the City Council repealed and reenacted Chapter 8 of Title 3 of the Yuba City Municipal Code (User Fee Recovery System) and adopted Resolution No. 07-25 updating the Schedule of Fees and Charges for City Services (User Fee Schedule); and

WHEREAS, the User Fee Schedule is adjusted annually for inflationary changes and as needed for changes to services offered by the City; and

WHEREAS, the current fees charged for individual tests and analyses were established by Council in July 2010 following a fee study which evaluated the labor, materials, and time needed for each service in order to proportionately recover operational costs between the water enterprise fund, wastewater enterprise fund, and private customers; and

WHEREAS, the Laboratory has gained ELAP certification on a number of new services which are not included in the current fee schedule and has allowed ELAP certification to lapse on unneeded tests which should subsequently be deleted from the public fee schedule; and

WHEREAS, Public Works staff has reviewed User Fee Schedule Section X. Laboratory Services and conducted analysis on internal and external customer needs, cost recovery estimates, revenue projections, changes in techniques and equipment, and regional comparable laboratory charges to recommend more appropriate cost-recovery fees for existing and new services; and

WHEREAS, the recommended changes to the User Fee Schedule are fair and reasonable for commercial and internal customers, provide appropriate cost recovery for the Laboratory operating budget, and require an amendment to the User Fee Schedule.

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

1. The City Council authorizes the Finance Director to amend the Section X. Laboratory Services of the User Fee Schedule for Fiscal Year 23/24 as attached in Exhibit 1A and incorporated herein.
2. The City Council resolves that the amended User Fee Schedule for laboratory testing and analytical services shall take effect on January 1, 2024.
3. The City Council authorizes the Finance Director to apply the Consumer Price Index inflation factor for the month of February to Section X. Laboratory Services annually at the beginning of each fiscal year, rounded to the nearest dollar.

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 7th day of November, 2023.

AYES:
NOES:
ABSENT:

Wade Kirchner, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

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

Exhibit:

A. Exhibit 1A – User Fee Schedule X. Laboratory Services

EXHIBIT 1A

City of Yuba City Fee Schedule

July 1, 2023

Proposed per Staff Report
January 1, 2024

Feb 2023 CPI

6.0%

X. LABORATORY SERVICES

All subject to annual COLA using CPI per Council approval, November 7, 2023

Metals:

Metals by ICP/MS		33
Metals by ICP-OES (all 20 elements)	540	27
Dissolved Metals by ICP-OES (all 20 elements)	540	
Metals by ICP-OES - CATIONS	101	
Metals by ICP-OES - CATIONS - DISSOLVED	101	
Metals Digestion for total determination	53	16
Metals Filtration for dissolved metals		17
Hardness as CaCO ₃ , total by calculation	34	15

Microbiology:

Colilert Presence/Absence	51	49
Ten tube Total Coliform, drinking water	69	57
Ten tube Fecal Coliform, drinking water	27	24
15 Tubes Total Coliform, MPN/100ml	81	62
15 Tubes Fecal Coliform, MPN/100ml	27	29
25 Tubes Total Coliform, MPN/100ml	93	74
25 Tubes Fecal Coliform, MPN/100ml	34	38
MPN Quanti-Tray Method - Total Coliform	67	59
Heterotrophic Plate Count, (PP)	47	41

Inorganics:

Anions by IC, per analyte	47	47
Alkalinity, Total (as CaCO ₃)	46	39
Bicarbonate Alkalinity as CaCO ₃		7
Carbonate Alkalinity as CaCO ₃		7
Hydroxide Alkalinity as CaCO ₃		7
Electrical Conductivity	27	33
Free Chlorine Residual	26	
Hardness as CaCO ₃ , total by titration	63	
Total Organic Carbon	50	116
Turbidity	39	33

Wet Chemistry:

Biochemical Oxygen Demand, 5 day	47	57
BOD, 5 Day Soluble	61	73
Carbonaceous Biochemical Oxygen Demand, 5 Day	81	57
CBOD, 5 Day Soluble	61	73
Chemical Oxygen Demand	54	47
Chemical Oxygen Demand, Soluble	74	64
Ammonia as N	35	39
pH	27	27
Settleable Solids - 30 minute	27	32
Settleable Solids - 60 minute	27	32
Total Dissolved Solids (TDS)	42	55
Total Dissolved Solids - Fixed	35	55
Total Dissolved Solids - Inorganic form	35	
Total Dissolved Volatile Solids	35	55
Total Solids (TS)	31	44
Total Suspended Solids (TSS)	31	41
Volatile Solids	27	12
Volatile Suspended Solids	27	11
Volatile Acids		48

Sample Handling:

Sample Filtering for dissolved or soluble

13

Turn-Around-Time (TAT) Pricing Multipliers:

Standard TAT (10 Business Days)	1.0x	1.0x
5 Business Days	1.5x	1.5x
48 Hours	2.0x	2.0x
24 Hours	3.0x	3.0x

ATTACHMENT 2



Laboratory Fee Study Update 2023

City of Yuba City
Public Works Department

Lead Author:



Scarlett Harris | Administrative Analyst II – Utilities
City of Yuba City | Public Works Department
302 Burns Drive | Yuba City, CA 95991
Phone (530) 822-3264 Ext. 3301 | Fax (530) 822-4773 | sharris@yubacity.net

Public Works



November 7, 2023

Honorable Mayor and Members of City Council,

The City of Yuba City owns and operates the only full-service State of California Environmental Laboratory Accreditation Program (ELAP)-certified laboratory in the Yuba-Sutter region. The Public Works Department submits the attached fee and cost-recovery analysis for the City's water and wastewater laboratory services provided by the Laboratory Division, including a proposed laboratory fee schedule. This in-house study has been conducted in a collaborative effort by Public Works Administration and Laboratory staff.

The study has adapted the methodology of the laboratory fee study conducted in 2010 by Inflection Point Solutions of Overland Park, KS, as adopted by City Council on June 15, 2010, in order to evaluate the current cost recovery for each test provided by the Laboratory Division. Cost recovery has been estimated through both fixed costs across all tests, derived from operating overhead, administration, and equipment, and variable costs dependent upon the individual test, derived from the necessary labor and materials. The study also considers changes in technique and equipment, the Laboratory's current ELAP certifications and expanded or reduced services, and industry standards in comparable regional commercial laboratories.

Study Table of Contents:

- I. Laboratory Fee Schedule
- II. Cost Recovery per Test
- III. Projected Revenue per Test
- IV. Projected Revenue per Test – Top 10 Most Commonly Requested
- V. Commercial Lab Survey
- VI. Commercial Lab Survey – Top 10 Most Commonly Requested
- VII. Laboratory Fee Study Cost Summary
- VIII. Overhead Cost Detail
- IX. Administrative Cost Detail
- X. Equipment Utilized for Testing Cost Detail
- XI. Labor Cost Detail
- XII. Materials Cost Detail

The Department recommends that the proposed fee schedule be implemented on January 1, 2024, in order to best secure cost recovery for laboratory services from commercial, water, and wastewater customers. I submit this study on behalf of the Public Works Department, in the belief that it is an accurate and appropriate fiscal analysis of the laboratory services provided by the City of Yuba City.

Sincerely,

Scarlett O. Harris
Administrative Analyst II – Utilities

Laboratory Fee Schedule

Line No.	Type of Test	Pre-2010	2010	Adopted FY 23/24	Proposed	Delta (%)
1 Metals:						
NEW	Metals by ICP/MS				\$ 33.00	
2	Metals by ICP-OES (all 20 elements) (individual)	\$ 200.00	\$ 400.00	\$ 540.00	\$ 27.00	0.00%
3	Dissolved Metals by ICP-OES (all 20 elements)	\$ 225.00	\$ 400.00	\$ 540.00		
4	Metals by ICP-OES - CATIONS	\$ 50.00	\$ 75.00	\$ 101.00		
5	Metals by ICP-OES - CATIONS - DISSOLVED	\$ 75.00	\$ 75.00	\$ 101.00		
6	Arsenic by graphite furnace	\$ 15.00	\$ 53.00			
7	Lead by graphite furnace	\$ 15.00	\$ 53.00			
8	Metals Digestion for total determination	\$ 25.00	\$ 39.00	\$ 53.00	\$ 16.00	-69.81%
NEW	Metals Filtration for dissolved metals				\$ 17.00	
9	Hardness as CaCO3 total by calculation*	\$ 25.00	\$ 25.00	\$ 34.00	\$ 15.00	-55.88%
10 Microbiology:						
11	Colilert Presence / Absence	\$ 25.00	\$ 38.00	\$ 51.00	\$ 49.00	-3.92%
12	Ten tube Total Coliform, drinking water	\$ 30.00	\$ 51.00	\$ 69.00	\$ 57.00	-17.39%
13	Ten tube Fecal Coliform, drinking water	\$ 10.00	\$ 20.00	\$ 27.00	\$ 24.00	-11.11%
14	15 Tubes Total Coliform, MPN/100ml	\$ 35.00	\$ 60.00	\$ 81.00	\$ 62.00	-23.46%
15	15 Tubes Fecal Coliform, MPN/100ml	\$ 10.00	\$ 20.00	\$ 27.00	\$ 29.00	7.41%
16	25 Tubes Total Coliform, MPN/100ml	\$ 45.00	\$ 69.00	\$ 93.00	\$ 74.00	-20.43%
17	25 Tubes Fecal Coliform, MPN/100ml	\$ 15.00	\$ 25.00	\$ 34.00	\$ 38.00	11.76%
18	MPN Quanti-Tray Method - E coli	\$ 25.00	\$ 35.00			
19	MPN Quanti-Tray Method - Total Coliform/ E. Coli	\$ 25.00	\$ 50.00	\$ 67.00	\$ 59.00	-11.94%
20	Heterotrophic Plate Count, (PP)	\$ 35.00	\$ 35.00	\$ 47.00	\$ 41.00	-12.77%
21 Inorganics:						
22	Anions by IC (per element)	\$ 35.00	\$ 35.00	\$ 47.00	\$ 47.00	0.00%
23	Acidity, Total (CaCO3)	\$ 15.00	\$ 25.00			
24	Alkalinity, Total (as CaCO3)	\$ 15.00	\$ 34.00	\$ 46.00	\$ 39.00	-15.22%
NEW	Bicarbonate Alkalinity as CaCO3				\$ 7.00	
NEW	Carbonate Alkalinity as CaCO3				\$ 7.00	
NEW	Hydroxide Alkalinity as CaCO3				\$ 7.00	
25	Color examination of water	\$ 15.00	\$ 25.00			
26	Electrical Conductivity	\$ 10.00	\$ 20.00	\$ 27.00	\$ 33.00	22.22%
27	Free Chlorine Residual	\$ 10.00	\$ 19.00	\$ 26.00		
28	Hardness as CaCO3, total by titration	\$ 15.00	\$ 47.00	\$ 63.00		
29	Total Organic Carbon	\$ -	\$ 37.00	\$ 50.00	\$ 116.00	132.00%
30	Dissolved Organic Carbon	\$ -	\$ 46.00			
31	Turbidity	\$ 15.00	\$ 29.00	\$ 39.00	\$ 33.00	-15.38%
32 Wet Chemistry:						
33	Biochemical Oxygen Demand, 5 Day	\$ 30.00	\$ 35.00	\$ 47.00	\$ 57.00	21.28%
34	BOD, 5 Day Soluble	\$ 35.00	\$ 45.00	\$ 61.00	\$ 73.00	19.67%
35	Carbonaceous Biochemical Oxygen Demand, 5 Day	\$ 30.00	\$ 60.00	\$ 81.00	\$ 57.00	-29.63%
36	Carbonaceous Biochemical Oxygen Demand, 5 Day Sol.	\$ 35.00	\$ 45.00	\$ 61.00	\$ 73.00	19.67%
37	Chemical Oxygen Demand	\$ 40.00	\$ 40.00	\$ 54.00	\$ 47.00	-12.96%
38	Chemical Oxygen Demand, Soluble	\$ 45.00	\$ 55.00	\$ 74.00	\$ 64.00	-13.51%
39	Ammonia as N	\$ 20.00	\$ 26.00	\$ 35.00	\$ 39.00	11.43%
40	Odor examination of water	\$ 40.00	\$ 42.00			
41	Odor examination of water - Dechlorinated	\$ 40.00	\$ 50.00			
42	pH	\$ 10.00	\$ 20.00	\$ 27.00	\$ 27.00	0.00%
43	Settleable Solids - 30 minute	\$ 10.00	\$ 20.00	\$ 27.00	\$ 32.00	18.52%
44	Settleable Solids - 60 minute	\$ 10.00	\$ 20.00	\$ 27.00	\$ 32.00	18.52%
45	Total Dissolved Solids	\$ 15.00	\$ 31.00	\$ 42.00	\$ 55.00	30.95%
46	Total Dissolved Solids - Fixed	\$ 25.00	\$ 26.00	\$ 35.00	\$ 55.00	57.14%
47	Total Dissolved Solids - Inorganic form	\$ 25.00	\$ 26.00	\$ 35.00		
48	Total Dissolved Volatile Solids	\$ 20.00	\$ 26.00	\$ 35.00	\$ 55.00	57.14%
49	Total Solids	\$ 15.00	\$ 23.00	\$ 31.00	\$ 44.00	41.94%
50	Tot. Suspended Solids	\$ 15.00	\$ 23.00	\$ 31.00	\$ 41.00	32.26%
51	Volatile Solids	\$ 15.00	\$ 20.00	\$ 27.00	\$ 12.00	-55.56%
52	Volatile Suspended Solids	\$ 15.00	\$ 20.00	\$ 27.00	\$ 11.00	-59.26%
NEW	Volatile Acids				\$ 48.00	
53 Sample Handling:						
54	Sample Filtering for dissolved or soluble		\$ 10.00	\$ 13.00		
55 Turn-Around-Time (TAT) Pricing Multipliers:						
56	Standard TAT (10 business days)		1.0x	1.0x	1.0x	
57	5 business days		1.5x	1.5x	1.5x	
58	48 hours		2.0x	2.0x	2.0x	
59	24 hours		3.0x	3.0x	3.0x	

Laboratory Fee Schedule - Cost Recovery per Test							Adopted		Cost Recovery Delta	Cost Recovery Delta	Commercial	Cost Recovery Delta
Line No.	Type of Test	Number of Tests in FY 22/23	Fixed Costs per Test	Variable Labor per Test	Variable Materials per Test	Study Cost per Test	FY 23/24	Proposed	(Adopted & Study)	(Proposed & Study)	Mean + 6%	(Commercial & Study)
1 Metals:												
NEW	Metals by ICP/MS	570	\$ 27.92	\$ 3.74	\$ 1.11	\$ 32.78		\$ 33.00		\$ 0.22	\$ 29.26	\$ (3.52)
	2 Metals by ICP-OES (all 20 elements)	131	\$ 27.92	\$ 3.18	\$ 0.85	\$ 31.95	\$ 27.00	\$ 27.00	\$ (4.95)	\$ (4.95)	\$ 26.08	\$ (5.87)
	8 Metals Digestion for total determination	22	\$ 6.98	\$ 4.77	\$ 2.04	\$ 13.79	\$ 53.00	\$ 16.00	\$ 39.21	\$ 2.21	\$ 16.96	\$ 3.17
NEW	Metals Filtration for dissolved metals	0	\$ 6.98	\$ 6.36	\$ 1.25	\$ 14.59		\$ 17.00		\$ 2.41	\$ 23.74	\$ 9.15
	9 Hardness as CaCO3 total by calculation	34	\$ 6.98	\$ 6.36	\$ -	\$ 13.34	\$ 34.00	\$ 15.00	\$ 20.66	\$ 1.66	\$ 42.67	\$ 29.32
10 Microbiology:												
	11 ColiIert Presence / Absence	2215	\$ 27.92	\$ 6.36	\$ 9.47	\$ 43.75	\$ 51.00	\$ 49.00	\$ 7.25	\$ 5.25	\$ 43.20	\$ (0.56)
	12 Ten tube Total Coliform, drinking water	0	\$ 27.92	\$ 12.73	\$ 10.35	\$ 50.99	\$ 69.00	\$ 57.00	\$ 18.01	\$ 6.01	\$ 46.11	\$ (4.88)
	13 Ten tube Fecal Coliform, drinking water	0	\$ -	\$ 12.73	\$ 8.72	\$ 21.45	\$ 27.00	\$ 24.00	\$ 5.55	\$ 2.55	\$ 42.40	\$ 20.95
	14 15 Tubes Total Coliform, MPN/100ml	683	\$ 27.92	\$ 12.73	\$ 15.52	\$ 56.17	\$ 81.00	\$ 62.00	\$ 24.83	\$ 5.83	\$ 58.72	\$ 2.56
	15 15 Tubes Fecal Coliform, MPN/100ml	57	\$ -	\$ 12.73	\$ 13.08	\$ 25.81	\$ 27.00	\$ 29.00	\$ 1.19	\$ 3.19	\$ 66.78	\$ 40.97
	16 25 Tubes Total Coliform, MPN/100ml	0	\$ 27.92	\$ 12.73	\$ 25.87	\$ 66.51	\$ 93.00	\$ 74.00	\$ 26.49	\$ 7.49	\$ 79.24	\$ 12.72
	17 25 Tubes Fecal Coliform, MPN/100ml	0	\$ -	\$ 12.73	\$ 21.80	\$ 34.53	\$ 34.00	\$ 38.00	\$ (0.53)	\$ 3.47	\$ 106.00	\$ 71.47
	19 MPN Quanti-Tray Method - Total Coliform	399	\$ 27.92	\$ 12.73	\$ 12.73	\$ 53.38	\$ 67.00	\$ 59.00	\$ 13.62	\$ 5.62	\$ 53.85	\$ 0.47
	20 Heterotrophic Plate Count, (PP)	231	\$ 27.92	\$ 11.14	\$ 1.78	\$ 40.84	\$ 47.00	\$ 41.00	\$ 6.16	\$ 0.16	\$ 63.60	\$ 22.76
21 Inorganics:												
	22 Anions by IC (per element)	511	\$ 27.92	\$ 15.91	\$ 7.03	\$ 50.86	\$ 47.00	\$ 47.00	\$ (3.86)	\$ (3.86)	\$ 41.87	\$ (8.99)
	24 Alkalinity, Total (as CaCO3)	675	\$ 27.92	\$ 7.95	\$ 2.71	\$ 38.58	\$ 46.00	\$ 39.00	\$ 7.42	\$ 0.42	\$ 33.92	\$ (4.66)
NEW	Bicarbonate Alkalinity as CaCO3	18	\$ -	\$ 6.36	\$ -	\$ 6.36		\$ 7.00		\$ 0.64		
NEW	Carbonate Alkalinity as CaCO3	18	\$ -	\$ 6.36	\$ -	\$ 6.36		\$ 7.00		\$ 0.64		
NEW	Hydroxide Alkalinity as CaCO3	18	\$ -	\$ 6.36	\$ -	\$ 6.36		\$ 7.00		\$ 0.64		
	26 Electrical Conductivity	1902	\$ 27.92	\$ 3.18	\$ 1.40	\$ 32.50	\$ 27.00	\$ 33.00	\$ (5.50)	\$ 0.50	\$ 26.08	\$ (6.42)
	29 Total Organic Carbon	53	\$ 27.92	\$ 31.82	\$ 55.99	\$ 115.72	\$ 50.00	\$ 116.00	\$ (65.72)	\$ 0.28	\$ 68.48	\$ (47.25)
	31 Turbidity	900	\$ 27.92	\$ 4.77	\$ -	\$ 32.69	\$ 39.00	\$ 33.00	\$ 6.31	\$ 0.31	\$ 26.08	\$ (6.62)
32 Wet Chemistry:												
	33 Biochemical Oxygen Demand, 5 Day	1361	\$ 27.92	\$ 15.91	\$ 7.23	\$ 51.06	\$ 47.00	\$ 57.00	\$ (4.06)	\$ 5.94	\$ 59.57	\$ 8.51
	34 BOD, 5 Day Soluble	0	\$ 27.92	\$ 15.91	\$ 7.39	\$ 65.81	\$ 61.00	\$ 73.00	\$ (4.81)	\$ 7.19	\$ 103.88	\$ 38.07
	35 Carbonaceous Biochemical Oxygen Demand, 5 Day	141	\$ 27.92	\$ 15.91	\$ 7.50	\$ 51.33	\$ 81.00	\$ 57.00	\$ 29.67	\$ 5.67	\$ 70.76	\$ 19.43
	36 Carbonaceous Biochemical Oxygen Demand, 5 Day Sol.	0	\$ 27.92	\$ 15.91	\$ 7.66	\$ 66.08	\$ 61.00	\$ 73.00	\$ (5.08)	\$ 6.92	\$ 119.78	\$ 53.70
	37 Chemical Oxygen Demand	1270	\$ 27.92	\$ 12.73	\$ 1.68	\$ 42.33	\$ 54.00	\$ 47.00	\$ 11.67	\$ 4.67	\$ 60.21	\$ 17.88
	38 Chemical Oxygen Demand, Soluble	59	\$ 27.92	\$ 12.73	\$ 2.10	\$ 57.34	\$ 74.00	\$ 64.00	\$ 16.66	\$ 6.66	\$ 69.96	\$ 12.62
	39 Ammonia as N	754	\$ 27.92	\$ 6.36	\$ 1.16	\$ 35.44	\$ 35.00	\$ 39.00	\$ (0.44)	\$ 3.56	\$ 51.41	\$ 15.97
	42 pH	2009	\$ 27.92	\$ 2.12	\$ 0.65	\$ 30.69	\$ 27.00	\$ 27.00	\$ (3.69)	\$ (3.69)	\$ 24.12	\$ (6.57)
	43 Settleable Solids - 30 minute	357	\$ 27.92	\$ 3.98	\$ -	\$ 31.90	\$ 27.00	\$ 32.00	\$ (4.90)	\$ 0.10	\$ 40.55	\$ 8.65
	44 Settleable Solids - 60 minute	1523	\$ 27.92	\$ 3.98	\$ -	\$ 31.90	\$ 27.00	\$ 32.00	\$ (4.90)	\$ 0.10	\$ 37.74	\$ 5.84
	45 Total Dissolved Solids	130	\$ 27.92	\$ 25.45	\$ 1.75	\$ 55.12	\$ 42.00	\$ 55.00	\$ (13.12)	\$ (0.12)	\$ 41.98	\$ (13.15)
	46 Total Dissolved Solids - Fixed	0	\$ 27.92	\$ 25.45	\$ 1.75	\$ 55.12	\$ 35.00	\$ 55.00	\$ (20.12)	\$ (0.12)	\$ 73.14	\$ 18.02
	48 Total Dissolved Volatile Solids	0	\$ 27.92	\$ 25.45	\$ 1.75	\$ 55.12	\$ 35.00	\$ 55.00	\$ (20.12)	\$ (0.12)	\$ 72.08	\$ 16.96
	49 Total Solids	356	\$ 27.92	\$ 15.91	\$ -	\$ 43.83	\$ 31.00	\$ 44.00	\$ (12.83)	\$ 0.17	\$ 35.78	\$ (8.05)
	50 Tot. Suspended Solids	3815	\$ 27.92	\$ 7.95	\$ 0.55	\$ 36.42	\$ 31.00	\$ 41.00	\$ (5.42)	\$ 4.58	\$ 37.95	\$ 1.53
	51 Volatile Solids	322	\$ 6.98	\$ 3.18	\$ -	\$ 10.16	\$ 27.00	\$ 12.00	\$ 16.84	\$ 1.84	\$ 49.56	\$ 39.39
	52 Volatile Suspended Solids	908	\$ 6.98	\$ 2.12	\$ -	\$ 9.10	\$ 27.00	\$ 11.00	\$ 17.90	\$ 1.90	\$ 52.58	\$ 43.48
NEW	Volatile Acids	307	\$ 27.92	\$ 11.93	\$ 7.84	\$ 47.69		\$ 48.00		\$ 0.31	\$ 100.70	\$ 53.01
55 Turn-Around-Time (TAT) Pricing Multipliers:												
	56 Standard TAT (10 business days)						1.0x					
	57 5 business days						1.5x					
	58 48 hours						2.0x					
	59 24 hours						3.0x					

Laboratory Fee Schedule - Projected Revenue per Test											
Line No.	Type of Test	Number of Tests in FY 22/23	Study Cost per Test	Projected Cost Recovery Needed	Adopted FY 23/24	Projected Annual Revenue (Current)	Proposed	Projected Annual Revenue (Proposed)	Commercial	Projected Annual Revenue (Commercial)	
1 Metals:											
NEW	Metals by ICP/MS	570	\$ 32.78	\$ 18,681.92		\$ -	\$ 33.00	\$ 18,810.00	\$ 29.26	\$ 16,675.92	
2	Metals by ICP-OES (all 20 elements)	131	\$ 31.95	\$ 4,185.45	\$ 27.00	\$ 3,537.00	\$ 27.00	\$ 3,537.00	\$ 26.08	\$ 3,415.96	
8	Metals Digestion for total determination	22	\$ 13.79	\$ 303.39	\$ 53.00	\$ 1,166.00	\$ 16.00	\$ 352.00	\$ 16.96	\$ 373.12	
NEW	Metals Filtration for dissolved metals	0	\$ 14.59	\$ -		\$ -	\$ 17.00	\$ -	\$ 23.74	\$ -	
9	Hardness as CaCO3 total by calculation	34	\$ 13.34	\$ 453.66	\$ 34.00	\$ 1,156.00	\$ 15.00	\$ 510.00	\$ 42.67	\$ 1,450.61	
10 Microbiology:											
11	ColiIert Presence / Absence	2215	\$ 43.75	\$ 96,912.90	\$ 51.00	\$ 112,965.00	\$ 49.00	\$ 108,535.00	\$ 43.20	\$ 95,676.93	
12	Ten tube Total Coliform, drinking water	0	\$ 50.99	\$ -	\$ 69.00	\$ -	\$ 57.00	\$ -	\$ 46.11	\$ -	
13	Ten tube Fecal Coliform, drinking water	0	\$ 21.45	\$ -	\$ 27.00	\$ -	\$ 24.00	\$ -	\$ 42.40	\$ -	
14	15 Tubes Total Coliform, MPN/100ml	683	\$ 56.17	\$ 38,361.38	\$ 81.00	\$ 55,323.00	\$ 62.00	\$ 42,346.00	\$ 58.72	\$ 40,108.49	
15	15 Tubes Fecal Coliform, MPN/100ml	57	\$ 25.81	\$ 1,470.94	\$ 27.00	\$ 1,539.00	\$ 29.00	\$ 1,653.00	\$ 66.78	\$ 3,806.46	
16	25 Tubes Total Coliform, MPN/100ml	0	\$ 66.51	\$ -	\$ 93.00	\$ -	\$ 74.00	\$ -	\$ 79.24	\$ -	
17	25 Tubes Fecal Coliform, MPN/100ml	0	\$ 34.53	\$ -	\$ 34.00	\$ -	\$ 38.00	\$ -	\$ 106.00	\$ -	
19	MPN Quanti-Tray Method - Total Coliform	399	\$ 53.38	\$ 21,297.02	\$ 67.00	\$ 26,733.00	\$ 59.00	\$ 23,541.00	\$ 53.85	\$ 21,485.35	
20	Heterotrophic Plate Count, (PP)	231	\$ 40.84	\$ 9,433.64	\$ 47.00	\$ 10,857.00	\$ 41.00	\$ 9,471.00	\$ 63.60	\$ 14,691.60	
21 Inorganics:											
22	Anions by IC (per element)	511	\$ 50.86	\$ 25,988.18	\$ 47.00	\$ 24,017.00	\$ 47.00	\$ 24,017.00	\$ 41.87	\$ 21,395.57	
24	Alkalinity, Total (as CaCO3)	675	\$ 38.58	\$ 26,042.91	\$ 46.00	\$ 31,050.00	\$ 39.00	\$ 26,325.00	\$ 33.92	\$ 22,896.00	
NEW	Bicarbonate Alkalinity as CaCO3	18	\$ 6.36	\$ 114.53		\$ -	\$ 7.00	\$ 126.00		\$ -	
NEW	Carbonate Alkalinity as CaCO3	18	\$ 6.36	\$ 114.53		\$ -	\$ 7.00	\$ 126.00		\$ -	
NEW	Hydroxide Alkalinity as CaCO3	18	\$ 6.36	\$ 114.53		\$ -	\$ 7.00	\$ 126.00		\$ -	
26	Electrical Conductivity	1902	\$ 32.50	\$ 61,813.10	\$ 27.00	\$ 51,354.00	\$ 33.00	\$ 62,766.00	\$ 26.08	\$ 49,596.55	
29	Total Organic Carbon	53	\$ 115.72	\$ 6,133.25	\$ 50.00	\$ 2,650.00	\$ 116.00	\$ 6,148.00	\$ 68.48	\$ 3,629.23	
31	Turbidity	900	\$ 32.69	\$ 29,423.03	\$ 39.00	\$ 35,100.00	\$ 33.00	\$ 29,700.00	\$ 26.08	\$ 23,468.40	
32 Wet Chemistry:											
33	Biochemical Oxygen Demand, 5 Day	1361	\$ 51.06	\$ 69,492.66	\$ 47.00	\$ 63,967.00	\$ 57.00	\$ 77,577.00	\$ 59.57	\$ 81,077.49	
34	BOD, 5 Day Soluble	0	\$ 65.81	\$ -	\$ 61.00	\$ -	\$ 73.00	\$ -	\$ 103.88	\$ -	
35	Carbonaceous Biochemical Oxygen Demand, 5 Day	141	\$ 51.33	\$ 7,237.35	\$ 81.00	\$ 11,421.00	\$ 57.00	\$ 8,037.00	\$ 70.76	\$ 9,976.46	
36	Carbonaceous Biochemical Oxygen Demand, 5 Day Sol.	0	\$ 66.08	\$ -	\$ 61.00	\$ -	\$ 73.00	\$ -	\$ 119.78	\$ -	
37	Chemical Oxygen Demand	1270	\$ 42.33	\$ 53,754.02	\$ 54.00	\$ 68,580.00	\$ 47.00	\$ 59,690.00	\$ 60.21	\$ 76,464.16	
38	Chemical Oxygen Demand, Soluble	59	\$ 57.34	\$ 3,382.80	\$ 74.00	\$ 4,366.00	\$ 64.00	\$ -	\$ 69.96	\$ 4,127.64	
39	Ammonia as N	754	\$ 35.44	\$ 26,724.52	\$ 35.00	\$ 26,390.00	\$ 39.00	\$ 29,406.00	\$ 51.41	\$ 38,763.14	
42	pH	2009	\$ 30.69	\$ 61,651.52	\$ 27.00	\$ 54,243.00	\$ 27.00	\$ 54,243.00	\$ 24.12	\$ 48,447.04	
43	Settleable Solids - 30 minute	357	\$ 31.90	\$ 11,387.18	\$ 27.00	\$ 9,639.00	\$ 32.00	\$ 11,424.00	\$ 40.55	\$ 14,474.57	
44	Settleable Solids - 60 minute	1523	\$ 31.90	\$ 48,578.94	\$ 27.00	\$ 41,121.00	\$ 32.00	\$ 48,736.00	\$ 37.74	\$ 57,471.93	
45	Total Dissolved Solids	130	\$ 55.12	\$ 7,165.86	\$ 42.00	\$ 5,460.00	\$ 55.00	\$ 7,150.00	\$ 41.98	\$ 5,456.88	
46	Total Dissolved Solids - Fixed	0	\$ 55.12	\$ -	\$ 35.00	\$ -	\$ 55.00	\$ -	\$ 73.14	\$ -	
48	Total Dissolved Volatile Solids	0	\$ 55.12	\$ -	\$ 35.00	\$ -	\$ 55.00	\$ -	\$ 72.08	\$ -	
49	Total Solids	356	\$ 43.83	\$ 15,602.59	\$ 31.00	\$ 11,036.00	\$ 44.00	\$ 15,664.00	\$ 35.78	\$ 12,735.90	
50	Tot. Suspended Solids	3815	\$ 36.42	\$ 138,942.30	\$ 31.00	\$ 118,265.00	\$ 41.00	\$ 156,415.00	\$ 37.95	\$ 144,771.62	
51	Volatile Solids	322	\$ 10.16	\$ 3,272.00	\$ 27.00	\$ 8,694.00	\$ 12.00	\$ 3,864.00	\$ 49.56	\$ 15,956.71	
52	Volatile Suspended Solids	908	\$ 9.10	\$ 8,263.71	\$ 27.00	\$ 24,516.00	\$ 11.00	\$ 9,988.00	\$ 52.58	\$ 47,739.01	
NEW	Volatile Acids	307	\$ 47.69	\$ 14,640.25		\$ -	\$ 48.00	\$ 14,736.00	\$ 100.70	\$ 30,914.90	
				Total: \$	810,940.08	\$		\$ 855,019.00		\$ 907,047.62	
				Net Revenue:		\$	(5,795.08)	\$ 44,078.92		\$ 96,107.54	

Top 10 Most Commonly Requested Tests by Regional Customers

2023 Estimates Commonly Requested Test	No. of Tests Ordered in FY 22/23	Current Prices (FY 23/24)	Est. Revenue		Est. Revenue at Proposed Prices
			at Current Prices	Proposed Prices	
1 Total Suspended Solids	3,815	\$ 31.00	\$ 118,265.00	\$ 41.00	\$ 156,415.00
2 Colilert Presence / Absence	2,215	\$ 51.00	\$ 112,965.00	\$ 49.00	\$ 108,535.00
3 pH	1,972	\$ 27.00	\$ 53,244.00	\$ 27.00	\$ 53,244.00
4 Electrical Conductivity	1,831	\$ 27.00	\$ 49,437.00	\$ 33.00	\$ 60,423.00
5 Settleable Solids - 60 minute	1,523	\$ 27.00	\$ 41,121.00	\$ 32.00	\$ 48,736.00
6 Biochemical Oxygen Demand, 5 Day	1,361	\$ 47.00	\$ 63,967.00	\$ 57.00	\$ 77,577.00
7 Chemical Oxygen Demand	1,270	\$ 54.00	\$ 68,580.00	\$ 47.00	\$ 59,690.00
8 Volatile Suspended Solids	908	\$ 27.00	\$ 24,516.00	\$ 11.00	\$ 9,988.00
9 Turbidity	900	\$ 39.00	\$ 35,100.00	\$ 33.00	\$ 29,700.00
10 15 Tubes Total Coliform, MPN/100ml	683	\$ 81.00	\$ 55,323.00	\$ 62.00	\$ 42,346.00
Totals:	16,478		\$ 622,518.00		\$ 646,654.00

2010 Study Commonly Requested Test	No. of Tests Ordered in FY 09/10	FY 10/11 Updated Prices		Est. Revenue for FY 10/11
1 Biochemical Oxygen Demand (BOD)	856	\$ 35.00	\$ 29,960.00	
2 Total Suspended Solids (TSS)	530	\$ 23.00	\$ 12,190.00	
3 Ammonia	289	\$ 26.00	\$ 7,514.00	
4 10 tube MPN total and fecal bacteria	175	\$ 51.00	\$ 8,925.00	
5 15 tube MPN total and fecal bacteria	330	\$ 60.00	\$ 19,800.00	
6 25 tube MPN total and fecal bacteria	57	\$ 69.00	\$ 3,933.00	
7 Quanti-tray MPN rapid bacteria determination	9	\$ 50.00	\$ 450.00	
8 Colilert Drinking water bacteria	628	\$ 38.00	\$ 23,864.00	
9 Anions (typically nitrate only)	439	\$ 35.00	\$ 15,365.00	
10 Trace metals	304	\$ 50.00	\$ 15,200.00	
Totals:	3,617		\$ 137,201.00	

Laboratory Fee Schedule - Commercial Lab Survey

Line No.	Type of Test	2010	Adopted FY 23/24	Caltest	CLS	Pace	FGL	Alpha Labs	Competitor Mean	Competitor Mean + 6%	Delta from Mean (\$)	Delta from Mean (%)	Proposed	Delta from Mean(\$)	Delta from Mean (%)
1 Metals:															
NEW	Metals by ICP/MS			\$ 42.00	\$ 20.00	\$ 24.00	\$ 30.00	\$ 22.00	\$ 27.60	\$ 29.26	NEW	NEW	\$ 33.00	\$ (3.74)	-11%
	2 Metals by ICP-OES (all 20 elements)	\$ 400.00	\$ 540.00	\$ 27.00	\$ 20.00	\$ 24.00	\$ 30.00	\$ 22.00	\$ 24.60	\$ 26.08	\$ (0.92)	-4%	\$ 27.00	\$ (0.92)	-3%
	3 Dissolved Metals by ICP-OES (all 20 elements)	\$ 400.00	\$ 540.00								DELETE	DELETE	DELETE	DELETE	DELETE
	4 Metals by ICP-OES - CATIONS	\$ 75.00	\$ 101.00								DELETE	DELETE	DELETE	DELETE	DELETE
	5 Metals by ICP-OES - CATIONS - DISSOLVED	\$ 75.00	\$ 101.00								DELETE	DELETE	DELETE	DELETE	DELETE
	6 Arsenic by graphite furnace	\$ 53.00									DELETE	DELETE	DELETE	DELETE	DELETE
	7 Lead by graphite furnace	\$ 53.00									DELETE	DELETE	DELETE	DELETE	DELETE
	8 Metals Digestion for total determination	\$ 39.00	\$ 53.00	\$ 32.00	\$ 10.00	\$ 17.00		\$ 5.00	\$ 16.00	\$ 16.96	\$ (36.04)	-213%	\$ 16.00	\$ 0.96	6%
NEW	Metals Filtration for dissolved metals			\$ 51.00	\$ 5.00	\$ 19.00	\$ 27.00	\$ 10.00	\$ 22.40	\$ 23.74	NEW	NEW	\$ 17.00	\$ 6.74	40%
	9 Hardness as CaCO3 total by calculation	\$ 25.00	\$ 34.00	\$ 43.00	\$ 35.00		\$ 48.00	\$ 35.00	\$ 40.25	\$ 42.67	\$ 8.67	20%	\$ 15.00	\$ 27.67	184%
10 Microbiology:															
	11 Colliert Presence / Absence	\$ 38.00	\$ 51.00	\$ 50.00	\$ 30.00	\$ 48.00		\$ 35.00	\$ 40.75	\$ 43.20	\$ (7.81)	-18%	\$ 49.00	\$ (5.81)	-12%
	12 Ten tube Total Coliform, drinking water	\$ 51.00	\$ 69.00		\$ 35.00	\$ 58.00	\$ 41.00	\$ 40.00	\$ 43.50	\$ 46.11	\$ (22.89)	-50%	\$ 57.00	\$ (10.89)	-19%
	13 Ten tube Fecal Coliform, drinking water	\$ 20.00	\$ 27.00					\$ 40.00	\$ 40.00	\$ 42.40	\$ 15.40	36%	\$ 24.00	\$ 18.40	77%
	14 15 Tubes Total Coliform, MPN/100ml	\$ 60.00	\$ 81.00	\$ 81.00	\$ 43.00	\$ 65.00	\$ 48.00	\$ 40.00	\$ 55.40	\$ 58.72	\$ (22.28)	-38%	\$ 62.00	\$ (3.28)	-5%
	15 15 Tubes Fecal Coliform, MPN/100ml	\$ 20.00	\$ 27.00	\$ 86.00				\$ 40.00	\$ 63.00	\$ 66.78	\$ 39.78	60%	\$ 29.00	\$ 37.78	130%
	16 25 Tubes Total Coliform, MPN/100ml	\$ 69.00	\$ 93.00		\$ 53.00	\$ 84.00	\$ 62.00	\$ 100.00	\$ 74.75	\$ 79.24	\$ (13.77)	-17%	\$ 74.00	\$ 5.24	7%
	17 25 Tubes Fecal Coliform, MPN/100ml	\$ 25.00	\$ 34.00					\$ 100.00	\$ 100.00	\$ 106.00	\$ 72.00	68%	\$ 38.00	\$ 68.00	179%
	18 MPN Quanti-Tray Method - E-coli	\$ 35.00									DELETE	DELETE	DELETE	DELETE	DELETE
	19 MPN Quanti-Tray Method - Total Coliform	\$ 50.00	\$ 67.00	\$ 65.00	\$ 35.00	\$ 62.00	\$ 32.00	\$ 60.00	\$ 50.80	\$ 53.85	\$ (13.15)	-24%	\$ 59.00	\$ (5.15)	-9%
	20 Heterotrophic Plate Count, (PP)	\$ 35.00	\$ 47.00	\$ 55.00	\$ 38.00	\$ 84.00	\$ 48.00	\$ 75.00	\$ 60.00	\$ 63.60	\$ 16.60	26%	\$ 41.00	\$ 22.60	55%
21 Inorganics:															
	22 Anions by IC (per element)	\$ 35.00	\$ 47.00	\$ 64.00	\$ 22.00	\$ 42.00		\$ 30.00	\$ 39.50	\$ 41.87	\$ (5.13)	-12%	\$ 47.00	\$ (5.13)	-11%
	23 Acidity, Total {CaCO3}	\$ 25.00									DELETE	DELETE	DELETE	DELETE	DELETE
	24 Alkalinity, Total (as CaCO3)	\$ 34.00	\$ 46.00	\$ 43.00	\$ 31.00	\$ 32.00	\$ 32.00	\$ 22.00	\$ 32.00	\$ 33.92	\$ (12.08)	-36%	\$ 39.00	\$ (5.08)	-13%
NEW	Bicarbonate Alkalinity as CaCO3										NEW	NEW	\$ 7.00		
NEW	Carbonate Alkalinity as CaCO3										NEW	NEW	\$ 7.00		
NEW	Hydroxide Alkalinity as CaCO3										NEW	NEW	\$ 7.00		
	25 Color examination of water	\$ 25.00									DELETE	DELETE	DELETE	DELETE	DELETE
	26 Electrical Conductivity	\$ 20.00	\$ 27.00	\$ 38.00	\$ 16.00	\$ 27.00	\$ 32.00	\$ 10.00	\$ 24.60	\$ 26.08	\$ (0.92)	-4%	\$ 33.00	\$ (6.92)	-21%
	27 Free Chlorine Residual	\$ 19.00	\$ 26.00								DELETE	DELETE	DELETE	DELETE	DELETE
	28 Hardness as CaCO3, total by titration	\$ 47.00	\$ 63.00								DELETE	DELETE	DELETE	DELETE	DELETE
	29 Total Organic Carbon	\$ 37.00	\$ 50.00	\$ 92.00	\$ 46.00	\$ 70.00	\$ 70.00	\$ 45.00	\$ 64.60	\$ 68.48	\$ 18.48	27%	\$ 116.00	\$ (47.52)	-41%
	30 Dissolved Organic Carbon	\$ 46.00									DELETE	DELETE	DELETE	DELETE	DELETE
	31 Turbidity	\$ 29.00	\$ 39.00	\$ 38.00	\$ 16.00	\$ 32.00	\$ 27.00	\$ 10.00	\$ 24.60	\$ 26.08	\$ (12.92)	-50%	\$ 33.00	\$ (6.92)	-21%
32 Wet Chemistry:															
	33 Biochemical Oxygen Demand, 5 Day	\$ 35.00	\$ 47.00	\$ 64.00	\$ 46.00	\$ 72.00	\$ 54.00	\$ 45.00	\$ 56.20	\$ 59.57	\$ 12.57	21%	\$ 57.00	\$ 2.57	5%
	34 BOD, 5 Day Soluble	\$ 45.00	\$ 61.00	\$ 98.00					\$ 98.00	\$ 103.88	\$ 42.88	41%	\$ 73.00	\$ 30.88	42%
	35 Carbonaceous Biochemical Oxygen Demand, 5 Day	\$ 60.00	\$ 81.00	\$ 81.00		\$ 77.00	\$ 59.00	\$ 50.00	\$ 66.75	\$ 70.76	\$ (10.25)	-14%	\$ 57.00	\$ 13.76	24%
	36 Carbonaceous Biochemical Oxygen Demand, 5 Day Sol.	\$ 45.00	\$ 61.00	\$ 113.00					\$ 113.00	\$ 119.78	\$ 58.78	49%	\$ 73.00	\$ 46.78	64%
	37 Chemical Oxygen Demand	\$ 40.00	\$ 54.00	\$ 67.00	\$ 46.00	\$ 72.00	\$ 54.00	\$ 45.00	\$ 56.80	\$ 60.21	\$ 6.21	10%	\$ 47.00	\$ 13.21	28%
	38 Chemical Oxygen Demand, Soluble	\$ 55.00	\$ 74.00	\$ 67.00				\$ 65.00	\$ 66.00	\$ 69.96	\$ (4.04)	-6%	\$ 64.00	\$ 5.96	9%
	39 Ammonia as N	\$ 26.00	\$ 35.00	\$ 51.00	\$ 46.00	\$ 52.00		\$ 45.00	\$ 48.50	\$ 51.41	\$ 16.41	32%	\$ 39.00	\$ 12.41	32%
	40 Odor examination of water	\$ 42.00									DELETE	DELETE	DELETE	DELETE	DELETE
	41 Odor examination of water - Dechlorinated	\$ 50.00									DELETE	DELETE	DELETE	DELETE	DELETE
	42 pH	\$ 20.00	\$ 27.00	\$ 38.00	\$ 16.00	\$ 27.00		\$ 10.00	\$ 22.75	\$ 24.12	\$ (2.89)	-12%	\$ 27.00	\$ (2.89)	-11%
	43 Settleable Solids - 30 minute	\$ 20.00	\$ 27.00	\$ 60.00	\$ 30.00	\$ 31.00	\$ 32.00		\$ 38.25	\$ 40.55	\$ 13.55	33%	\$ 32.00	\$ 8.55	27%
	44 Settleable Solids - 60 minute	\$ 20.00	\$ 27.00	\$ 60.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 25.00	\$ 35.60	\$ 37.74	\$ 10.74	28%	\$ 32.00	\$ 5.74	18%
	45 Total Dissolved Solids	\$ 31.00	\$ 42.00	\$ 60.00	\$ 30.00	\$ 41.00	\$ 32.00	\$ 35.00	\$ 39.60	\$ 41.98	\$ (0.02)	0%	\$ 55.00	\$ (13.02)	-24%
	46 Total Dissolved Solids - Fixed	\$ 26.00	\$ 35.00	\$ 103.00		\$ 54.00		\$ 50.00	\$ 69.00	\$ 73.14	\$ 38.14	52%	\$ 55.00	\$ 18.14	33%
	47 Total Dissolved Solids - Inorganic form	\$ 26.00	\$ 35.00								DELETE	DELETE	DELETE	DELETE	DELETE
	48 Total Dissolved Volatile Solids	\$ 26.00	\$ 35.00	\$ 103.00		\$ 51.00		\$ 50.00	\$ 68.00	\$ 72.08	\$ 37.08	51%	\$ 55.00	\$ 17.08	31%
	49 Total Solids	\$ 23.00	\$ 31.00	\$ 38.00	\$ 30.00	\$ 37.00		\$ 30.00	\$ 33.75	\$ 35.78	\$ 4.78	13%	\$ 44.00	\$ (8.23)	-19%
	50 Tot. Suspended Solids	\$ 23.00	\$ 31.00	\$ 43.00	\$ 35.00	\$ 41.00	\$ 32.00	\$ 28.00	\$ 35.80	\$ 37.95	\$ 6.95	18%	\$ 41.00	\$ (3.05)	-7%
	51 Volatile Solids	\$ 20.00	\$ 27.00	\$ 55.00	\$ 35.00	\$ 47.00		\$ 50.00	\$ 46.75	\$ 49.56	\$ 22.56	46%	\$ 12.00	\$ 37.56	313%
	52 Volatile Suspended Solids	\$ 20.00	\$ 27.00	\$ 55.00	\$ 44.00	\$ 51.00	\$ 48.00	\$ 50.00	\$ 49.60	\$ 52.58	\$ 25.58	49%	\$ 11.00	\$ 41.58	378%
NEW	Volatile Acids							\$ 95.00	\$ 95.00	\$ 100.70	NEW	NEW	\$ 48.00	\$ 52.70	110%
53 Sample Handling:															
	54 Sample Filtering for dissolved or soluble	\$ 10.00	\$ 13.00												
55 Turn-Around-Time (TAT) Pricing Multipliers:															
	56 Standard TAT (10 business days)	1.0x	1.0x												
	57 5 business days	1.5x	1.5x												
	58 48 hours	2.0x	2.0x												
	59 24 hours	3.0x	3.0x												

Commercial Lab Comparisons

Fiscal Year 22/23		Current Prices (FY 23/24)	Proposed Prices	Caltest	CLS	Pace	FGL	Alpha Labs	Competitor Mean + 6%	Delta Current from Mean (%)	Delta Proposed from Mean
Commonly Requested Test											
1	Total Suspended Solids	\$ 31.00	\$ 41.00	\$ 43.00	\$ 35.00	\$ 41.00	\$ 32.00	\$ 28.00	\$ 37.95	-18%	8%
2	Colilert Presence / Absence	\$ 51.00	\$ 49.00	\$ 50.00	\$ 30.00	\$ 48.00		\$ 35.00	\$ 43.20	18%	13%
3	pH	\$ 27.00	\$ 27.00	\$ 38.00	\$ 16.00	\$ 27.00		\$ 10.00	\$ 24.12	12%	12%
4	Electrical Conductivity	\$ 27.00	\$ 33.00	\$ 38.00	\$ 16.00	\$ 27.00	\$ 32.00	\$ 10.00	\$ 26.08	4%	27%
5	Settleable Solids - 60 minute	\$ 27.00	\$ 32.00	\$ 60.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 25.00	\$ 37.74	-28%	-15%
6	Biochemical Oxygen Demand, 5 Day	\$ 47.00	\$ 57.00	\$ 64.00	\$ 46.00	\$ 72.00	\$ 54.00	\$ 45.00	\$ 59.57	-21%	-4%
7	Chemical Oxygen Demand	\$ 54.00	\$ 47.00	\$ 64.00	\$ 46.00	\$ 72.00	\$ 54.00	\$ 45.00	\$ 59.57	-9%	-21%
8	Volatile Suspended Solids	\$ 27.00	\$ 11.00	\$ 55.00	\$ 44.00	\$ 51.00	\$ 48.00	\$ 50.00	\$ 52.58	-49%	-79%
9	Turbidity	\$ 39.00	\$ 33.00	\$ 38.00	\$ 16.00	\$ 32.00	\$ 27.00	\$ 10.00	\$ 26.08	50%	27%
10	15 Tubes Total Coliform, MPN/100ml	\$ 81.00	\$ 62.00	\$ 81.00	\$ 43.00	\$ 65.00	\$ 48.00	\$ 40.00	\$ 58.72	38%	6%

2010 Study		FY 10/11 Updated Prices	Caltest	Sierra Foothill	Basic	Competitor Mean	Delta from Mean (%)
Commonly Requested Test							
1	Biochemical Oxygen Demand (BOD)	\$ 35.00	\$ 55.00	\$ 38.00	\$ 50.00	\$ 47.67	-27%
2	Total Suspended Solids (TSS)	\$ 23.00	\$ 32.00	\$ 20.00	\$ 25.00	\$ 25.67	-10%
3	Ammonia	\$ 26.00	\$ 39.00	\$ 23.00	\$ 40.00	\$ 34.00	-24%
4	10 tube MPN total and fecal bacteria	\$ 51.00	\$ 63.00	\$ 45.00	\$ 50.00	\$ 52.67	-3%
5	15 tube MPN total and fecal bacteria	\$ 60.00	\$ 58.00	\$ 55.00	\$ 50.00	\$ 54.33	10%
6	25 tube MPN total and fecal bacteria	\$ 69.00		\$ 75.00	\$ 75.00	\$ 75.00	-8%
7	Quanti-tray MPN rapid bacteria determination	\$ 50.00	\$ 70.00	\$ 55.00	\$ 50.00	\$ 58.33	-14%
8	Colilert Drinking water bacteria	\$ 38.00	\$ 45.00	\$ 34.00	\$ 35.00	\$ 38.00	0%
9	Anions (typically nitrate only)	\$ 35.00	\$ 39.00	\$ 21.00	\$ 35.00	\$ 31.67	11%
10	Trace metals (typically iron and manganese)	\$ 50.00	\$ 50.00	\$ 30.00	\$ 40.00	\$ 40.00	25%

Laboratory Fee Study Cost Summary

2023 Estimates

Fixed Costs	Overhead	Admin	General Equipment	Variable Costs	Costs
Number of Tests	22,551	22,551	22,551	Labor Costs	\$ 163,176
Costs	\$ 405,967	\$ 126,933	\$ 96,752	Material Costs	\$ 69,704
Unit Costs	\$ 18.00	\$ 5.63	\$ 4.29		
Total Fixed Costs per Unit:	\$ 27.92			Total Operating Cost:	\$ 862,533
				Depreciation for Equipment:	
				Total Annual Costs:	\$ 862,533

2010 Study

Fixed Costs	Overhead	Admin	General Equipment	Variable Costs	Costs
Number of Tests	30,000	30,000	30,000	Labor Costs	\$ 200,094
Costs	\$ 469,507	\$ 66,787	\$ 31,800	Material Costs	\$ 72,053
Unit Costs	\$ 15.65	\$ 2.23	\$ 1.06		
				Total Operating Cost:	\$ 840,241
				Depreciation for Equipment:	\$ 78,207
				Total Annual Costs:	\$ 918,448

Laboratory Overhead Cost Detail			FY 09/10		FY 09/10		FY 22/23		FY 22/23		FY 22/23		FY 22/23		FY 22/23		FY 22/23	
Line No.	Account No.	Cost Description	Expenditures (Est in Study)	Cost per Sample (30,000 Tests)	Expenditures (Actual)	Cost per Sample (30,000 Tests)	Expenditures	Cost per Sample (22,551 Tests)	Expenditure Delta (Est in Study)	Cost per Sample Delta (Study)	Expenditure Delta (Actual)	Cost per Sample Delta (Actual)	Expenditure Delta (Actual)	Cost per Sample Delta (Actual)	Expenditure Delta (Actual)	Cost per Sample Delta (Actual)	Expenditure Delta (Actual)	Cost per Sample Delta (Actual)
1		Management Costs	\$ 126,006	\$ 4.20	\$ 126,006	\$ 4.20	\$ 107,158	\$ 4.75	\$ (18,848.39)	\$ 0.55	\$ (18,848.39)	\$ 0.55	\$ (18,848.39)	\$ 0.55	\$ (18,848.39)	\$ 0.55	\$ (18,848.39)	\$ 0.55
2	8120-62110/62170	Utility Costs	\$ 36,772	\$ 1.23	\$ 36,537	\$ 1.22	\$ 15,689	\$ 0.70	\$ (21,083.39)	\$ (0.53)	\$ (20,847.97)	\$ (0.52)	\$ (20,847.97)	\$ (0.52)	\$ (20,847.97)	\$ (0.52)	\$ (20,847.97)	\$ (0.52)
3	8140-62250	Telephone	\$ 1,440	\$ 0.05	\$ 1,440	\$ 0.05	\$ -	\$ -	\$ (1,440.00)	\$ (0.05)	\$ (1,440.00)	\$ (0.05)	\$ (1,440.00)	\$ (0.05)	\$ (1,440.00)	\$ (0.05)	\$ (1,440.00)	\$ (0.05)
4	8140-62301	Postage & Freight	\$ 8,000	\$ 0.27	\$ 11,176	\$ 0.37	\$ -	\$ -	\$ (8,000.00)	\$ (0.27)	\$ (11,175.56)	\$ (0.37)	\$ (11,175.56)	\$ (0.37)	\$ (11,175.56)	\$ (0.37)	\$ (11,175.56)	\$ (0.37)
5	8140-62501	Office Supplies	\$ 2,000	\$ 0.07	\$ 1,771	\$ 0.06	\$ 2,536	\$ 0.11	\$ 535.84	\$ 0.05	\$ 765.22	\$ 0.05	\$ 765.22	\$ 0.05	\$ 765.22	\$ 0.05	\$ 765.22	\$ 0.05
6	8140-62507	Computer Forms and Supplies	\$ 1,500	\$ 0.05	\$ 20	\$ 0.00	\$ -	\$ -	\$ (1,500.00)	\$ (0.05)	\$ (19.95)	\$ (0.00)	\$ (19.95)	\$ (0.00)	\$ (19.95)	\$ (0.00)	\$ (19.95)	\$ (0.00)
7	8140-62508	Photocopy Machine	\$ 3,100	\$ 0.10	\$ 3,096	\$ 0.10	\$ 1,321	\$ 0.06	\$ (1,779.07)	\$ (0.04)	\$ (1,775.39)	\$ (0.04)	\$ (1,775.39)	\$ (0.04)	\$ (1,775.39)	\$ (0.04)	\$ (1,775.39)	\$ (0.04)
8	8140-62701	Professional Services	\$ 115,000	\$ 3.83	\$ 110,783	\$ 3.69	\$ 3,575	\$ 0.16	\$ (111,425.14)	\$ (3.67)	\$ (107,208.44)	\$ (3.53)	\$ (107,208.44)	\$ (3.53)	\$ (107,208.44)	\$ (3.53)	\$ (107,208.44)	\$ (3.53)
9	8140-62725	Commercial Lab Expenses	\$ 30,000	\$ 1.00	\$ 25,633	\$ 0.85	\$ -	\$ -	\$ (30,000.00)	\$ (1.00)	\$ (25,633.00)	\$ (0.85)	\$ (25,633.00)	\$ (0.85)	\$ (25,633.00)	\$ (0.85)	\$ (25,633.00)	\$ (0.85)
10	8140-62801	Travel & Meeting	\$ 1,250	\$ 0.04	\$ 4	\$ 0.00	\$ 1,904	\$ 0.08	\$ 654.00	\$ 0.04	\$ 1,900.00	\$ 0.08	\$ 1,900.00	\$ 0.08	\$ 1,900.00	\$ 0.08	\$ 1,900.00	\$ 0.08
11	8140-63101	Dues & Subscriptions	\$ 800	\$ 0.03	\$ 499	\$ 0.02	\$ 30,754	\$ 1.36	\$ 29,953.74	\$ 1.34	\$ 30,254.74	\$ 1.35	\$ 30,254.74	\$ 1.35	\$ 30,254.74	\$ 1.35	\$ 30,254.74	\$ 1.35
12	8140-63401	Special Equipment O&M	\$ 25,000	\$ 0.83	\$ 26,222	\$ 0.87	\$ 40,218	\$ 1.78	\$ 15,218.24	\$ 0.95	\$ 13,996.69	\$ 0.91	\$ 13,996.69	\$ 0.91	\$ 13,996.69	\$ 0.91	\$ 13,996.69	\$ 0.91
13	8140-63470	Special O&M - Lab Supplies	\$ 47,947	\$ 1.60	\$ 107,318	\$ 3.58	\$ 109,122	\$ 4.84	\$ 61,174.93	\$ 3.24	\$ 1,803.78	\$ 1.26	\$ 1,803.78	\$ 1.26	\$ 1,803.78	\$ 1.26	\$ 1,803.78	\$ 1.26
14	8140-63501	Vehicle Maintenance - ISF	\$ 2,547	\$ 0.08	\$ 2,547	\$ 0.08	\$ 961	\$ 0.04	\$ (1,586.00)	\$ (0.04)	\$ (1,586.00)	\$ (0.04)	\$ (1,586.00)	\$ (0.04)	\$ (1,586.00)	\$ (0.04)	\$ (1,586.00)	\$ (0.04)
15	8140-63505	Vehicle Maintenance Fuel	\$ 2,528	\$ 0.08	\$ 1,348	\$ 0.04	\$ 292	\$ 0.01	\$ (2,236.18)	\$ (0.07)	\$ (1,056.36)	\$ (0.03)	\$ (1,056.36)	\$ (0.03)	\$ (1,056.36)	\$ (0.03)	\$ (1,056.36)	\$ (0.03)
16	8140-63599	Vehicle Replacement Fee	\$ 6,206	\$ 0.21	\$ 6,206	\$ 0.21	\$ -	\$ -	\$ (6,206.00)	\$ (0.21)	\$ (6,206.00)	\$ (0.21)	\$ (6,206.00)	\$ (0.21)	\$ (6,206.00)	\$ (0.21)	\$ (6,206.00)	\$ (0.21)
17	8140-63601	Building O&M - Maintenance	\$ 5,000	\$ 0.17	\$ 2,335	\$ 0.08	\$ 1,744	\$ 0.08	\$ (3,256.43)	\$ (0.09)	\$ (591.86)	\$ (0.00)	\$ (591.86)	\$ (0.00)	\$ (591.86)	\$ (0.00)	\$ (591.86)	\$ (0.00)
18	8140-63603	Building O&M - Janitorial	\$ 350	\$ 0.01	\$ 152	\$ 0.01	\$ -	\$ -	\$ (350.00)	\$ (0.01)	\$ (152.43)	\$ (0.01)	\$ (152.43)	\$ (0.01)	\$ (152.43)	\$ (0.01)	\$ (152.43)	\$ (0.01)
19	8140-63604	Building O&M - Laundry	\$ 2,000	\$ 0.07	\$ 920	\$ 0.03	\$ 1,420	\$ 0.06	\$ (579.69)	\$ (0.00)	\$ 500.34	\$ 0.03	\$ 500.34	\$ 0.03	\$ 500.34	\$ 0.03	\$ 500.34	\$ 0.03
20	8140-63901	Training Program/Aids	\$ 3,500	\$ 0.12	\$ 383	\$ 0.01	\$ -	\$ -	\$ (3,500.00)	\$ (0.12)	\$ (382.60)	\$ (0.01)	\$ (382.60)	\$ (0.01)	\$ (382.60)	\$ (0.01)	\$ (382.60)	\$ (0.01)
21	8140-63904	Manuals/Codes	\$ 500	\$ 0.02	\$ 30	\$ 0.00	\$ -	\$ -	\$ (500.00)	\$ (0.02)	\$ (29.95)	\$ (0.00)	\$ (29.95)	\$ (0.00)	\$ (29.95)	\$ (0.00)	\$ (29.95)	\$ (0.00)
22	8140-63909	Safety Equipment	\$ 1,750	\$ 0.06	\$ 1,094	\$ 0.04	\$ 477	\$ 0.02	\$ (1,273.11)	\$ (0.04)	\$ (616.64)	\$ (0.02)	\$ (616.64)	\$ (0.02)	\$ (616.64)	\$ (0.02)	\$ (616.64)	\$ (0.02)
23	8140-64310	Liability Insurance	\$ 5,408	\$ 0.18	\$ 5,408	\$ 0.18	\$ 61,762	\$ 2.74	\$ 56,354.00	\$ 2.56	\$ 56,354.00	\$ 2.56	\$ 56,354.00	\$ 2.56	\$ 56,354.00	\$ 2.56	\$ 56,354.00	\$ 2.56
24	8140-65801	Computer Maintenance/Rep ISF	\$ 903	\$ 0.03	\$ 903	\$ 0.03	\$ 10,840	\$ 0.48	\$ 9,937.00	\$ 0.45	\$ 9,937.00	\$ 0.45	\$ 9,937.00	\$ 0.45	\$ 9,937.00	\$ 0.45	\$ 9,937.00	\$ 0.45
25	8140-66001	Other Materials and Supplies	\$ 15,000	\$ 0.50	\$ 11,195	\$ 0.37	\$ 448	\$ 0.02	\$ (14,551.69)	\$ (0.48)	\$ (10,747.03)	\$ (0.35)	\$ (10,747.03)	\$ (0.35)	\$ (10,747.03)	\$ (0.35)	\$ (10,747.03)	\$ (0.35)
26	8140-69201	Equipment Repl & Addition	\$ 25,000	\$ 0.83	\$ -	\$ -	\$ 15,747	\$ 0.70	\$ (9,252.81)	\$ (0.14)	\$ 15,747.19	\$ 0.70	\$ 15,747.19	\$ 0.70	\$ 15,747.19	\$ 0.70	\$ 15,747.19	\$ 0.70
		Total Costs:	\$ 469,507	\$ 15.65	\$ 483,026	\$ 16.10	\$ 405,967	\$ 18.00	\$ (63,540)	\$ 2.35	\$ (77,059)	\$ 1.90	\$ (77,059)	\$ 1.90	\$ (77,059)	\$ 1.90	\$ (77,059)	\$ 1.90

Laboratory Administrative Cost Detail		FY 09/10 Processing	FY 09/10 Labor	FY 09/10 Total Cost	FY 22/23 Processing	FY 22/23 Labor	FY 22/23 Total Cost	Total Cost per Week
Line No.	Process Description	Time (hrs/wk)	Rate (\$/hr)	per Week	Time (hrs/wk)	Rate (\$/hr)	per Week	Delta
1	Bottle Prep - order,inventory, label, and create kit:							
2	Routine	5	\$ 29.08	\$ 145	5	\$ 50.30	\$ 251	\$ 106
3	Special	5	\$ 29.08	\$ 145	1	\$ 50.30	\$ 50	\$ (95)
4	Sample Collection - plan, prepare, execute, and return:							
5	Marysville	2.5	\$ 29.08	\$ 73	\$ 50.30	\$	\$ (73)	
6	Water Treatment Plant	10	\$ 29.08	\$ 291	7	\$ 50.30	\$ 352	\$ 61
7	Wastewater Treatment Facility	30	\$ 33.75	\$ 1,013	10	\$ 54.31	\$ 543	\$ (469)
8	Sample Receipt & Distributions:							
9	Sample Receipt - complete COC, prepare receipt, and LIMS log-in	10	\$ 29.08	\$ 291	10	\$ 50.30	\$ 503	\$ 212
10	Sample Prep - label samples, preserve, split, and note hold times	5	\$ 29.08	\$ 145	5	\$ 50.30	\$ 251	\$ 106
11	Sample Distribution - internal - notify lab techs and store	10	\$ 29.08	\$ 291	2	\$ 50.30	\$ 101	\$ (190)
12	Sample Distribution - subcontract - prepare FedEx cooler and process	10	\$ 29.08	\$ 291	5	\$ 50.30	\$ 251	\$ (39)
13	Reporting:							
14	Internal - LIMS input and special studies	10	\$ 29.08	\$ 291	7	\$ 50.30	\$ 352	\$ 61
15	Subcontract - prepare email pdf and invoices to Finance	10	\$ 29.08	\$ 291	10	\$ 50.30	\$ 503	\$ 212
16	Data Validation:							
17	QA & QC - LIMS validation	2	\$ 60.58	\$ 121	10	\$ 68.07	\$ 681	\$ 560
	Total/Week:		\$	1,284	Total/Week:	\$	2,441	\$ 1,157
	Total/Year:		\$	66,787	Total/Year:	\$	126,933	\$ 60,147

Laboratory Equipment Utilized for Testing Cost Detail

Asset ID	Capital Asset	Date Acquired	Lifespan	Depreciation Date	Capitalized Total	Annual		Per Unit Cost
						Depreciation		
1322	Balance, Analytical	2/1/1993	15	2/1/2008	\$ 2,500.00	\$ 166.67		\$ 0.01
2295	180 Lt. Liquid Vessel	9/25/1998	10	9/25/2008	\$ 1,769.63	\$ 176.96		\$ 0.01
2296	180 Lt. Liquid Vessel	9/25/1998	10	9/25/2008	\$ 1,769.62	\$ 176.96		\$ 0.01
2297	Water Bath & Racks	9/1/1998	10	9/1/2008	\$ 2,427.91	\$ 242.79		\$ 0.01
2298	10 x 10 Shed	6/23/1999	15	6/23/2014	\$ 1,914.41	\$ 127.63		\$ 0.01
10057	SQL Server Labworks	10/21/2002	5	10/21/2007	\$ 12,939.50	\$ 2,587.90		\$ 0.11
10340	WWTF Upgrade, Lab Cabinets	1/1/2005	15	1/1/2020	\$ 120,028.00	\$ 8,001.87		\$ 0.35
10341	WWTF Upgrade, Lab Ceramic Tile	1/1/2005	20	1/1/2025	\$ 76,255.00	\$ 3,812.75		\$ 0.17
10342	WWTF Upgrade, HVAC Lab	1/1/2005	10	1/1/2015	\$ 83,428.00	\$ 8,342.80		\$ 0.37
10343	WWTF Upgrade, Lab Building	1/1/2005	20	1/1/2025	\$ 248,413.00	\$ 12,420.65		\$ 0.55
10385	121C Sterilizer & Exhuast	8/25/2005	10	8/25/2015	\$ 7,007.37	\$ 700.74		\$ 0.03
11175	ICS-1100 Pump	10/18/2012	5	10/18/2017	\$ 32,148.07	\$ 6,429.61		\$ 0.29
11176	Labworks Software	6/12/2013	5	6/12/2018	\$ 10,530.11	\$ 2,106.02		\$ 0.09
11379	Nexion 300/350 ICP-MS & Opima	6/22/2016	5	6/22/2021	\$ 191,605.21	\$ 38,321.04		\$ 1.70
11440	TOC Analyzer	11/16/2016	10	11/16/2026	\$ 31,980.69	\$ 3,198.07		\$ 0.14
11441	Air Compressor	11/30/2016	5	11/30/2021	\$ 5,219.82	\$ 1,043.96		\$ 0.05
11442	Exhaust Ventilation System	1/10/2017	10	1/10/2027	\$ 7,058.00	\$ 705.80		\$ 0.03
11612	Mechanical Incubator	12/11/2018	5	12/11/2023	\$ 5,508.50	\$ 1,101.70		\$ 0.05
11613	Titration & Autosampler	4/3/2019	10	4/3/2029	\$ 48,874.75	\$ 4,887.48		\$ 0.22
11938	Mettler Toledo Analytical Balance	11/18/2021	5	11/18/2026	\$ 5,732.00	\$ 1,146.40		\$ 0.05
11939	Laboratory Spectrophotometer	1/6/2022	5	1/6/2027	\$ 5,272.70	\$ 1,054.54		\$ 0.05
Total:					\$ 902,382.29	\$ 96,752.34		\$ 4.29

Laboratory Labor Cost Detail								
Line No.	Type of Test	Number of Tests			Rate (\$63.63)	Number of Tests		Total Labor Cost
		Time per Batch	per Batch	Time per Test		in FY 22/23		
1 Metals:								
NEW	Metals by ICP/MS	1.00	17	0.06	\$ 3.74	570	\$	2,133.48
	2 Metals by ICP-OES (all 20 elements)	1.00	20	0.05	\$ 3.18	131	\$	416.78
	8 Metals Digestion for total determination	0.75	10	0.08	\$ 4.77	22	\$	104.99
NEW	Metals Filtration for dissolved metals	0.10	1	0.10	\$ 6.36	0	\$	-
	9 Hardness as CaCO3 total by calculation	0.10	1	0.10	\$ 6.36	34	\$	216.34
10 Microbiology:								
	11 Colilert Presence / Absence	0.10	1	0.10	\$ 6.36	2215	\$	14,094.05
	12 Ten tube Total Coliform, drinking water	0.20	1	0.20	\$ 12.73	0	\$	-
	13 Ten tube Fecal Coliform, drinking water	0.20	1	0.20	\$ 12.73	0	\$	-
	14 15 Tubes Total Coliform, MPN/100ml	0.20	1	0.20	\$ 12.73	683	\$	8,691.86
	15 15 Tubes Fecal Coliform, MPN/100ml	0.20	1	0.20	\$ 12.73	57	\$	725.38
	16 25 Tubes Total Coliform, MPN/100ml	0.20	1	0.20	\$ 12.73	0	\$	-
	17 25 Tubes Fecal Coliform, MPN/100ml	0.20	1	0.20	\$ 12.73	0	\$	-
	19 MPN Quanti-Tray Method - Total Coliform	0.20	1	0.20	\$ 12.73	399	\$	5,077.67
	20 Heterotrophic Plate Count, (PP)	1.75	10	0.18	\$ 11.14	231	\$	2,572.24
21 Inorganics:								
	22 Anions by IC (per element)	2.00	8	0.25	\$ 15.91	511	\$	8,128.73
	24 Alkalinity, Total (as CaCO3)	0.75	6	0.13	\$ 7.95	675	\$	5,368.78
NEW	Bicarbonate Alkalinity as CaCO3	0.10	1	0.10	\$ 6.36	18	\$	114.53
NEW	Carbonate Alkalinity as CaCO3	0.10	1	0.10	\$ 6.36	18	\$	114.53
NEW	Hydroxide Alkalinity as CaCO3	0.10	1	0.10	\$ 6.36	18	\$	114.53
	26 Electrical Conductivity	0.20	4	0.05	\$ 3.18	1902	\$	6,051.21
	29 Total Organic Carbon	1.50	3	0.50	\$ 31.82	53	\$	1,686.20
	31 Turbidity	0.30	4	0.08	\$ 4.77	900	\$	4,295.03
32 Wet Chemistry:								
	33 Biochemical Oxygen Demand, 5 Day	2.00	8	0.25	\$ 15.91	1361	\$	21,650.11
	34 BOD, 5 Day Soluble	2.00	8	0.25	\$ 15.91	0	\$	-
	35 Carbonaceous Biochemical Oxygen Demand, 5 Day	2.00	8	0.25	\$ 15.91	141	\$	2,242.96
	36 Carbonaceous Biochemical Oxygen Demand, 5 Day Sol.	2.00	8	0.25	\$ 15.91	0	\$	-
	37 Chemical Oxygen Demand	0.60	3	0.20	\$ 12.73	1270	\$	16,162.02
	38 Chemical Oxygen Demand, Soluble	0.60	3	0.20	\$ 12.73	59	\$	750.83
	39 Ammonia as N	1.50	15	0.10	\$ 6.36	754	\$	4,797.70
	42 pH	0.20	6	0.03	\$ 2.12	2009	\$	4,261.09
	43 Settleable Solids - 30 minute	0.25	4	0.06	\$ 3.98	357	\$	1,419.74
	44 Settleable Solids - 60 minute	0.25	4	0.06	\$ 3.98	1523	\$	6,056.78
	45 Total Dissolved Solids	1.20	3	0.40	\$ 25.45	130	\$	3,308.76
	46 Total Dissolved Solids - Fixed	1.20	3	0.40	\$ 25.45	0	\$	-
	48 Total Dissolved Volatile Solids	1.20	3	0.40	\$ 25.45	0	\$	-
	49 Total Solids	1.00	4	0.25	\$ 15.91	356	\$	5,663.07
	50 Tot. Suspended Solids	1.50	12	0.13	\$ 7.95	3815	\$	30,343.56
	51 Volatile Solids	0.20	4	0.05	\$ 3.18	322	\$	1,024.44
	52 Volatile Suspended Solids	0.20	6	0.03	\$ 2.12	908	\$	1,925.87
NEW	Volatile Acids	0.75	4	0.19	\$ 11.93	307	\$	3,662.70
FY Labor Costs: \$								163,175.97

Laboratory Materials Cost Detail						
Line No.	Type of Test	Material Cost per Batch	Number of Tests per Batch	Cost per Test	Number of Tests in FY 22/23	Total Materials Cost
1 Metals:						
NEW	Metals by ICP/MS	\$ 18.91	17	\$ 1.11	570	\$ 634.04
	2 Metals by ICP-OES (all 20 elements)	\$ 17.05	20	\$ 0.85	131	\$ 111.68
	8 Metals Digestion for total determination	\$ 20.38	10	\$ 2.04	22	\$ 44.84
NEW	Metals Filtration for dissolved metals	\$ 1.25	1	\$ 1.25	0	\$ -
	9 Hardness as CaCO3 total by calculation	\$ -	1	\$ -	34	\$ -
10 Microbiology:						
	11 Colilert Presence / Absence	\$ 9.47	1	\$ 9.47	2215	\$ 20,976.05
	12 Ten tube Total Coliform, drinking water	\$ 10.35	1	\$ 10.35	0	\$ -
	13 Ten tube Fecal Coliform, drinking water	\$ 8.72	1	\$ 8.72	0	\$ -
	14 15 Tubes Total Coliform, MPN/100ml	\$ 15.52	1	\$ 15.52	683	\$ 10,600.16
	15 15 Tubes Fecal Coliform, MPN/100ml	\$ 13.08	1	\$ 13.08	57	\$ 745.56
	16 25 Tubes Total Coliform, MPN/100ml	\$ 25.87	1	\$ 25.87	0	\$ -
	17 25 Tubes Fecal Coliform, MPN/100ml	\$ 21.80	1	\$ 21.80	0	\$ -
	19 MPN Quanti-Tray Method - Total Coliform	\$ 12.73	1	\$ 12.73	399	\$ 5,079.27
	20 Heterotrophic Plate Count, (PP)	\$ 17.83	10	\$ 1.78	231	\$ 411.87
21 Inorganics:						
	22 Anions by IC (per element)	\$ 56.24	8	\$ 7.03	511	\$ 3,592.33
	24 Alkalinity, Total (as CaCO3)	\$ 16.25	6	\$ 2.71	675	\$ 1,828.13
NEW	Bicarbonate Alkalinity as CaCO3	\$ -	1	\$ -	18	\$ -
NEW	Carbonate Alkalinity as CaCO3	\$ -	1	\$ -	18	\$ -
NEW	Hydroxide Alkalinity as CaCO3	\$ -	1	\$ -	18	\$ -
	26 Electrical Conductivity	\$ 5.59	4	\$ 1.40	1902	\$ 2,658.05
	29 Total Organic Carbon	\$ 167.96	3	\$ 55.99	53	\$ 2,967.29
	31 Turbidity	\$ -	4	\$ -	900	\$ -
32 Wet Chemistry:						
	33 Biochemical Oxygen Demand, 5 Day	\$ 57.86	8	\$ 7.23	1361	\$ 9,843.43
	34 BOD, 5 Day Soluble	\$ 59.11	8	\$ 7.39	0	\$ -
	35 Carbonaceous Biochemical Oxygen Demand, 5 Day	\$ 60.01	8	\$ 7.50	141	\$ 1,057.68
	36 Carbonaceous Biochemical Oxygen Demand, 5 Day Sol.	\$ 61.26	8	\$ 7.66	0	\$ -
	37 Chemical Oxygen Demand	\$ 5.04	3	\$ 1.68	1270	\$ 2,133.60
	38 Chemical Oxygen Demand, Soluble	\$ 6.29	3	\$ 2.10	59	\$ 123.70
	39 Ammonia as N	\$ 17.41	15	\$ 1.16	754	\$ 875.14
	42 pH	\$ 3.88	6	\$ 0.65	2009	\$ 1,299.15
	43 Settleable Solids - 30 minute	\$ -	4	\$ -	357	\$ -
	44 Settleable Solids - 60 minute	\$ -	4	\$ -	1523	\$ -
	45 Total Dissolved Solids	\$ 5.25	3	\$ 1.75	130	\$ 227.50
	46 Total Dissolved Solids - Fixed	\$ 5.25	3	\$ 1.75	0	\$ -
	48 Total Dissolved Volatile Solids	\$ 5.25	3	\$ 1.75	0	\$ -
	49 Total Solids	\$ -	4	\$ -	356	\$ -
	50 Tot. Suspended Solids	\$ 6.57	12	\$ 0.55	3815	\$ 2,088.71
	51 Volatile Solids	\$ -	4	\$ -	322	\$ -
	52 Volatile Suspended Solids	\$ -	6	\$ -	908	\$ -
NEW	Volatile Acids	\$ 31.35	4	\$ 7.84	307	\$ 2,406.11
FY Materials Costs:						\$ 69,704.29

CITY OF YUBA CITY
STAFF REPORT

Date: November 7, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: 2024 City Council Meeting Calendar
Recommendation: Cancel the January 2 and August 6, 2024 Regular Council Meetings and provide for Special Workshops to be scheduled as needed
Fiscal Impact: No fiscal impact

Purpose:

To establish the City Council Meeting Calendar for 2024.

Background:

The Yuba City Municipal Code Section 2-1.01 sets the Regular meetings of the City Council to occur on the first and third Tuesday of each month at 6:00 p.m. (5:00 p.m. for any closed session items) in the Council Chambers. Special meetings or workshops may be called at any time by the Mayor or by a majority of the members of the Council.

In order to allow the City Council to determine their schedules in advance and to allow staff to prepare for meetings and workshops more efficiently, it is proposed that Council approve a Council Meeting Calendar for 2024. The proposed calendar is attached for your reference.

Analysis:

2024 provides few scheduling conflicts with City Council Meetings and holidays. The following Regular Council meetings are recommended to be canceled:

- **January 2, 2024**

City Hall offices are typically closed the last week in December for approved Holiday Closure, the time during which agenda preparation usually occurs. For this reason, the first meeting in January has been canceled.

- **August 6, 2024**

City Council has the option of participating in National Night Out events on the first Tuesday in August in place of the scheduled Council meeting. National Night Out is designed to heighten crime and drug

prevention awareness and to provide an opportunity to promote and celebrate police-community partnerships in crime prevention efforts. This event is well received by the community.

Special Meetings

- **December 10, 2024 – Election Results**

With General Municipal Elections being held on November 5, 2024, for two seats on the City Council, City Clerk, and City Treasurer, the California Election Code, Section 10262(b), requires that the City Council declare elected the persons for whom the highest numbers of votes were cast for each office.

Special Workshops

Special Workshops will be scheduled as needed. At this point, the following Workshop is proposed for the 2024 meeting schedule:

- **May 28, 2024 – Budget Study Workshop**

Discuss Fiscal Year 2024-2025 Budget Planning and Projections

Other Considerations

- **April 16, 2024 - Cap to Cap**

The annual Cap-to-Cap conference is April 13-17, 2024. With this in mind, Council should consider whether a quorum will be available for the meeting on April 16, 2024 and advise staff whether this meeting should remain on the schedule.

Alternatives:

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

Fiscal Impact:

No fiscal impact

Recommendation:

Cancel the January 2 and August 6, 2024 Regular Council Meetings and provide for Special Workshops to be scheduled as needed.

Attachments:

1. 2024 Calendar at a Glance (DRAFT)

Prepared By:

Ciara Wakefield
City Clerk Administrator

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

2024 City Council Agenda Schedule AT A GLANCE (DRAFT)

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Council Meeting
	Special Meeting/Workshop
	National Night Out
	Holiday

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