



AGENDA

FEBRUARY 6, 2024

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

**5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL**

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

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

**1201 Civic Center Blvd
Yuba City CA 95993**

Wheelchair Accessible

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

AGENDA
REGULAR MEETING OF THE SUCCESSOR AGENCY AND THE
CITY COUNCIL - CITY OF YUBA CITY
FEBRUARY 6, 2024
5:30 P.M. CLOSED SESSION
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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_9cF95Ag5QvGyj4sDxSd7Yw. 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. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 062-250-040, located at 1480 Williamsburg Drive, Yuba City, California; APN 062-270-010, located at 3059 Jefferson Avenue, Yuba City California; APN 051-516-007, located at southwest corner of Darrough Drive & Youngs Lane, Yuba City California; APN 061-060-015, located at 2761 Quail Pointe Drive, Yuba City California
Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

Regular Meeting

Call to Order

Roll Call

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

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. **Life Saving Medal and Department Spirit Award for Police Officer Steven DeNeef**
2. **10th Street Bridge as the Medal of Honor Bridge Proclamation**
3. **North Valley Passenger Rail Presentation**

Public Communication

4. 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.

5. Meeting Minutes: December 19, 2023, January 16, 24, and 30, 2024

Recommendation: Approve minutes from the December 19, 2023, January 16, 24, and 30, 2024:

December 19, 2023 - Special Closed Session, Special Joint Meeting, and Regular Meeting

January 16, 2024 - Regular Meeting

January 24, 2024 - Special Closed Session Successor Agency

January 30, 2024 - Special Meeting Workshop

January 30, 2024 - Special Closed Session Successor Agency

6. Sutter Butte Flood Control Agency (SBFCA) Regional Levee Improvement Development Impact Fee Ordinance

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Title 8 of the Yuba City Municipal Code by establishing

a new Chapter 11, the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee and procedures for the collection and transfer of fees to the Sutter Butte Flood Control Agency, and waive the second reading

7. Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Public Employees' Union, Local 1/AFSCME 57

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$154,752

8. 5th Street Bridge - Marysville Property Transfer

Recommendation: Adopt a Resolution authorizing the Public Works Director to execute all documents necessary to transfer certain real property identified as Yuba County Assessor Parcel Nos. 010-156-005 & 010-156-006 (426 J St. & 1000 5th St., Marysville, CA) from the City of Yuba City to the City of Marysville

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

Recommendation: Adopt a Resolution approving the plans and specifications for the Harter Parkway Corridor Improvement Project and authorizing advertisement for bids on the project

10. Yuba City Planning Commissioner appointment to Sutter County Planning Commission

Recommendation: Confirm the appointment of James Nore, Yuba City Planning Commissioner, to the Sutter County Planning Commission and forward the recommendation to the Sutter County Board of Supervisors

Business Items

11. Newkom Ranch Development Agreement Amendment

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City adopting the Restated Newkom Ranch Development Agreement for the Newkom Ranch Portion of the Bogue-Stewart Master Plan; Assessor's Parcels 55-240-011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240-018, 55-240-005; and waive the first reading

12. Host Fee Agreement with Recycling Industries

Recommendation: Adopt a Resolution to approve the proposed Host Fee Agreement between the City of Yuba City and Recycling Industries

13. THIS ITEM IS TIME CERTAIN AT 6:50PM, FOR VERBAL COMMENT DIAL 1-866-730-7514 PIN# 663320

Public Hearing No. 4 for Updating of City Councilmember District Boundaries for Annexed Property

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

14. Public Hearing - B Street Crosswalk Removal at Cooper Avenue

Recommendation: A. Conduct a Public Hearing and;

B. Adopt a Resolution eliminating the east crosswalk on B Street at Cooper Avenue

Future Agenda Items

15. Future Agenda Items

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

16. City Manager's Report

17. City Council Reports

Adjournment



Life Saving Medal and Department
Spirit Award

Police Officer Steven DeNeef

To be presented at the meeting



Proclamation

of the City Council

City of Yuba City Proclaiming the 10th Street Bridge As the Medal of Honor Bridge

WHEREAS, the 10th Street Bridge that separates two cities; the City of Yuba City and the City of Marysville along with the two counties, the county of Sutter and the county of Yuba; and

WHEREAS, the Medal of Honor is the highest military award given for valor in combat; and

WHEREAS, the Medal of Honor was created in 1861 during the American Civil War; and

WHEREAS, the total number of Medal of Honors awarded since conception are 3,536 and the total number of Medal of Honors awarded in California are 180; and

WHEREAS, the City of Yuba City recognizes Marysville being credited with John Moran, Private, Company F, 8th U.S. Cavalry was issued the Medal of Honor by the President of the United States of America, in the name of Congress, on March 3, 1870 for "Gallantry in action" at Seneca Mountains, Arizona Territory, during the American Indian Wars period; and

WHEREAS, the City of Yuba City Highway 20 & 99 are currently in process, and the City of Marysville Highway 20 & 70 have established these highways through their respective cities as National Purple Heart Trail Highways; and

WHEREAS, Marysville Veterans of Foreign Wars Post 948 wishes to pay tribute to Medal of Honor recipients nationwide and Past Commander Brock Bowen wishes to take the lead in making this happen.

NOW, THEREFORE BE IT RESOLVED, that I, Shon Harris, Mayor of Yuba City, on behalf of the City Council, does hereby proclaim the 10th Street Bridge to be the Medal of Honor Bridge, and hereby encourages the residents and businesses of Yuba City to show their appreciation for sacrifices that Medal of Honor recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

Done this 6th day of February, 2024 at the City of Yuba City, County of Sutter, State of California.



Presentation by

Michael Hanebutt, Senior Planner with the San Joaquin Rail Commission

And

Alison MacLeod, KP Public Affairs, Outreach Consultant for North Valley Rail

Here is the link to the North Valley Rail – [WEBSITE](#)

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: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Meeting Minutes: December 19, 2023, January 16, 24, and 30, 2024

Recommendation: Approve minutes from the December 19, 2023, January 16, 24, and 30, 2024:

December 19, 2023 - Special Closed Session, Special Joint Meeting, and Regular Meeting
 January 16, 2024 - Regular Meeting
 January 24, 2024 - Special Closed Session Successor Agency
 January 30, 2024 - Special Meeting Workshop
 January 30, 2024 - Special Closed Session Successor Agency

Fiscal Impact: None

Attachments:

1. 12-19-2023 - Special Closed Session Minutes (DRAFT)
2. 12-19-2023 - Special Joint Meeting Council and Board of Supervisors Minutes (DRAFT)
3. 12-19-2023 - Yuba City Council and Successor Housing Authority Minutes (DRAFT)
4. 01-16-2024 - Regular Meeting Minutes (DRAFT)
5. 01-24-2024 - Special Closed Session Meeting Minutes (DRAFT)
6. 01-30-2024 - Special Workshop Minutes (DRAFT)
7. 01-30-2024 - Special Closed Session Meeting Minutes (DRAFT)

Prepared By:
 Ciara Wakefield
 City Clerk Administrator

Submitted By:
 Diana Langley
 City Manager

ATTACHMENT 1

MINUTES (DRAFT)
SPECIAL CLOSED SESSION MEETING
OF THE SUCCESSOR HOUSING AGENCY
CITY COUNCIL - CITY OF YUBA CITY
DECEMBER 19, 2023
4:00 P.M. CLOSED SESSION
SUTTER ROOM

Special Meeting

The Special Closed Session Meeting of the Housing Successor Agency and City Council was called to order by Mayor Harris at 4:00 PM

Roll Call

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

Absent: None

Public Communication

No public comment received

Closed Session

- A. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 51-516-007, located at the southwest corner of Darrough Drive and Youngs Lane, Yuba City, California; APN 61-060-015, located at 2761 Quail Pointe Drive, Yuba City California; APN 62-210-002, located at 1488 Royo Ranchero Road, Yuba City, California; APN 62-250-040, located at 1480 Williamsburg Drive, Yuba City, California; APN 62-270-010, located at 3059 Jefferson 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

- B. 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

Adjournment

Mayor Harris adjourned the Special Closed Session of the City Council and the Successor Housing Agency at 4:47 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
SPECIAL JOINT REVENUE AD HOC UPDATE
YUBA CITY CITY COUNCIL
SUTTER COUNTY BOARD OF SUPERVISORS
COUNCIL CHAMBERS
1201 CIVIC CENTER BLVD
DECEMBER 19, 2023 – 5:00 PM

Special Joint Revenue Ad Hoc Update

Call to Order

The Joint Meeting of the City Council and the Sutter County Board of Supervisors was called to order by Mayor Harris at 5:04 PM

Roll Call

City Council

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

Absent: None

Board of Supervisors

Present: Vice-Chairman Conant and Supervisors Flores, Micheli, and Ziengenmeyer

Absent: Chairman Bains

Pledge of Allegiance to the Flag

Mayor Harris

Revenue Ad Hoc Update

1. Joint Ad Hoc Committee Report

Members of the Joint Revenue Ad Hoc Committee gave an update on the work of the Ad Hoc Committee and the needs of the City and the County

Public Communication

2. Appearance of Interested Citizens

Brandon Barnes spoke

Toni Farley spoke

John Cassidy spoke

Adjournment

Mayor Harris adjourned the Joint Meeting of the City Council and the Sutter County Board of Supervisors at 5:43 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 3

MINUTES (DRAFT)
REGULAR MEETING OF THE
SUCCESSOR HOUSING AGENCY
AND CITY COUNCIL - CITY OF
YUBA CITY DECEMBER 19, 2023
6:00 P.M. REGULAR
MEETING COUNCIL
CHAMBERS/VIRTUAL

Regular Meeting

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

Roll Call

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

Absent: None

Invocation/Inspiration

Dave Shaw, Vice-Mayor

Pledge of Allegiance to the Flag

Shon Harris, Mayor

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

No changes were made

Ceremonial Presentations

1. POST Executive Certificate presented to Chief Brian Baker

POST Law Enforcement Consultant, Marty Picone presented a certificate to Brian Baker, Police Chief

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

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

2. Retirement Proclamation for Police Officer Robert McMains

Mayor Harris presented a proclamation to Robert McMains, Police Officer

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

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

3. Retirement Proclamation for Lieutenant Stephan Thornton

Mayor Harris presented a proclamation to Stephan Thornton, Police Lieutenant

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

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

4. 50 Year Anniversary for New Adventures Preschool Proclamation

Mayor Harris presented a proclamation to Michael and Stephanie Pasquale and Sharon Souza

Public Communication

5. Appearance of Interested Citizens

David Kuhn spoke

Consent Calendar

John Buckland spoke on Item 19

Councilmember Kirchner moved and Vice-Mayor Shaw seconded the motion to approve Consent Calendar items 6-21

6. Minutes of the December 5, 2023 meeting

Approve the December 5, 2023 meeting minutes

7. Submission of Recertification Application for Tree City USA Designation

Adopt **Resolution 23-157** authorizing the City to apply for recertification to the National Arbor Day Foundation for consideration of the City to continue its designation as a Tree City USA community

8. Amendment to Lease of the Madden House for the Yuba-Sutter Chamber of Commerce Offices

A. Adopt **Resolution 23-158** approving a fifth amendment to the Yuba- Sutter Chamber of Commerce Lease Agreement dated May 15, 2018, for the use of

the Madden House (1300 Franklin Road)

B. Authorize the City Manager to sign the amended lease agreement, with approval as to form by the City Attorney

9. Department of Water Resources Tolling and Waiver Agreement Amendment No. 10

Adopt **Resolution 23-159** authorizing the City Manager to execute the following agreements with the Department of Water Resources regarding the State Water Project Tolling and Waiver Agreement:

A. Tenth Amendment to Tolling and Waiver Agreement between the California Department of Water Resources and City of Yuba City, extending the tolling period expiration date to June 1, 2026

B. Any further amendments to the Tolling and Waiver Agreement, subject to approval by the City's water attorney

10. Presentation of Investment Report – Quarter Ended September 30, 2023

Note & File Quarterly Investment Report

11. City Water Service Connection - Surinder Gurcha and Kulwant Gurcha for property at 2618 Railroad Ave

Adopt **Resolution 23-160** authorizing the City Manager to execute an extraterritorial service agreement with the property owner of 2618 Railroad Avenue for connection to City water service following approval as to legal form by the City Attorney

12. Appointment to City of Yuba City Personnel Board

Approve the City Council Screening Committee Recommendation for one (1) Appointment to the Personnel Board

13. City of Yuba City Advisory Board Appointment List

Note and File the 2023 Local Appointment List and Direct Staff to post on the City's website

14. Domain Estates Phase 3 Subdivision (Acceptance of Public Improvements)

Adopt **Resolution 23-161** accepting certain street and related improvements pursuant to the Domain Estates Phase 3 Subdivision Agreement with Crowne Communities Domain Estates LLC, and authorizing the Subdivider to file a Notice of Completion. [Subdivision is located west of Blevin Road and north of Janice Way]

15. Local Roadway Safety Plan (LRSP) Adoption

Adopt **Resolution 23-162** adopting the Local Roadway Safety Plan

16. Police Department Evidence Storage Building (Plans & Specifications)

Adopt **Resolution 23-163** approving the plans and specifications for the Police Department Evidence Storage Building, adopting a Categorical Exemption under CEQA Guidelines Section 15303, and authorizing advertisement for bids on the project

17. In-Kind Community Sponsorship Request - Casa de Esperanza

Consider the in-kind sponsorship request from Casa de Esperanza, and if approved:

Adopt **Resolution 23-164** to approve the in-kind sponsorship request from Casa de Esperanza by waiving the \$800.65 cost of the use permit required to construct a six foot privacy fence around their facility

18. B Street at Cooper Avenue Crosswalk Removal

Adopt **Resolution 23-165** initiating proceedings by setting a Public Hearing to consider the removal of the east crosswalk on B Street at Cooper Avenue pursuant to Section 21950.5 of the California Vehicle Code

19. 5th Street Bridge Traffic Calming

Adopt **Resolution 23-166** approving traffic calming measures to be installed on the 5th Street Bridge, as designed by the City of Marysville, and authorizing the Public Works Director to provide shared support for the installation

20. Successor Housing Agency Sale of 1035 Oakwood Drive to Menva Abelian and Allison Abelian

Adopt **Resolution 23-167** that:

A. Authorizes the City Manager, as the Executive Director on behalf of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 1035 Oakwood Drive (APN 051-264-004), and all other necessary documents, in the amount of \$360,000 to Menva Abelian and Allison Abelian, subject to approval of the City Attorney as to legal form

B. Authorizes the Finance Director to place sale proceeds in the Successor Agency Low-Moderate Income Housing Fund

21. Successor Housing Agency Sale of 1082 McCollum Avenue to Goomaitee Ibaran

Adopt **Resolution 23-168** that:

- A. Authorizes the City Manager, as the Executive Director on behalf of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 1082 McCollum Avenue (APN 052-122-002), and all other necessary documents, in the amount of \$315,000 to Goomaitee Ibaran, subject to approval of the City Attorney as to legal terms
- B. Authorizes the Finance Director to place sale proceeds in the Successor Agency Low-Moderate Income Housing Fund

The motion passed unanimously

Business Items

22. Recycling Industries – Amendment to Use Permit (UP 17-05) and Development Plan (DP 17-03) – Alternative City Council Review

Brigit Barnes spoke
Riego Diaz spoke
Mike Smith spoke
David Kuhnen spoke

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

Adopt **Resolution 23-169** of the City Council of the City of Yuba City making the determination to utilize the Alternative City Council review process in consideration of Recycling Industries amendment to Use Permit 17-05 and Development Plan 17-03 as provided for by Municipal Code Section 8-5.7003 (f); located at 140 Epley Drive, Assessor's Parcel 54-083-026

The motion passed unanimously

23. Sutter Butte Flood Control Agency (SBFCA) - Consideration of the Sutter Butte Basin Regional Levee Improvement Program Levee Development Impact Nexus Fee Study

Mayor Harris opened a Public Hearing

David Kuhnen spoke

Mayor Harris closed the Public Hearing

Councilmember Boomgaarden moved and Councilmember Kirchner seconded the motion to:

B. Adopt **Resolution 23-170** of the City Council of the City of Yuba City approving the Sutter Butte Basin Regional Levee Program Development Impact Fee Nexus Study

The motion passed unanimously

24. Sutter Butte Flood Control Agency (SBFCA) Regional Levee Improvement Development Impact Fee Ordinance and Collection Agreement

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

- B. Introduce an Ordinance of the City Council of the City of Yuba City amending Title 8 of the Yuba City Municipal Code by establishing a new Chapter 11, the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee and procedures for the collection and transfer of fees to the Sutter Butte Flood Control Agency, and waive the first reading; and
- C. Adopt **Resolution 23-171** of the City Council of the City of Yuba City adopting the levee program development impact fee to be collected for authorized development per the Ordinance; and
- D. Adopt **Resolution 23-172** of the City Council of the City of Yuba City delegating authority to the City Manager to execute the Collection Agreement, substantially in the form attached, with the Sutter Butte Flood Control Agency, the Counties of Butte and Sutter and the Cities of Biggs, Gridley, Live Oak and Yuba City

The motion passed unanimously

25. Bains-Butte House - General Plan Amendment 23-03, Rezone 23-03, and Environmental Assessment 23-06

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

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

- B. Adopt **Resolution 23-173** of the City Council of the City of Yuba City approving Environmental Assessment 23-06 by adopting a Mitigated Negative Declaration and approve General Plan Amendment (GPA) 23-03 re-designating 0.32-acres Low-Medium Density Residential (MDR) land use designation to the Medium- High Density Residential (HDR) designation for the Bains – Butte House project, located on the northeast corner of Butte House Road and Blevin Road (Assessor's Parcel Number (APN) 059-020-013)
- C. Introduce an Ordinance of the City Council of the City of Yuba City approving Rezone (RZ) 23-03 rezoning 0.32 acres from the Two-Family Residential (R-2) Zone District to the Multiple-Family Residential (R-3) Zone District, for the Bains – Butte House project, located on the northeast corner of Butte House Road and Blevin Road (Assessor's Parcel Number (APN) 059-020-013), by title only and waive the first reading

The motion passed unanimously

26. Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2024

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

- A. Adopt **Resolution 23-174** Accepting and Approving the 2023-2024 Annual Report of the Downtown Yuba City Business Improvement District
- B. Adopt **Resolution 23-175** of Intention to Levy and Collect 2024 Annual Assessments and set a Public Hearing for January 16, 2024

The motion passed unanimously

27. Public Hearing No. 2 for Updating of City Councilmember District Boundaries for Annexed Property

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

No City Council action taken – Information only

28. Appointments to City Council Regional Boards and Committees

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

Approve the City Council Assignments to Regional Boards and Committees for Calendar Year 2024

The motion passed unanimously

Future Agenda Items

29. Future Agenda Items

No suggestions made

Reports and Communications

30. City Manager's Report

31. City Council Reports

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

Adjournment

Mayor Harris adjourned the Special Closed Session of the City Council and the Housing Successor Agency at 7:47 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 4

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
JANUARY 16, 2024

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

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

Call to Order

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

Roll Call

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

Absent: None

Closed Session

- A. Conference with Legal Counsel – Existing Litigation (Government Code, § 54956.9(d)(1))
Name of Case(s): Robert Stoddard
Claim No. 1596610128, 1796610250, 1796610262

- B. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 51-516-007, located at the southwest corner of Darrough Drive and Youngs Lane, Yuba City, California; APN 61-060-015, located at 2761 Quail Pointe Drive, Yuba City California; APN 62-210-002, located at 1488 Royo Ranchero Road, Yuba City, California; APN 62-250-040, located at 1480 Williamsburg Drive, Yuba City, California; APN 62-270-010, located at 3059 Jefferson 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 was called to order by Mayor Harris at 6:00 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Ron Fortenberry, YCPD Chaplain

Pledge of Allegiance to the Flag

Dave Shaw, Vice-Mayor

City Attorney's Report on Special Closed Session Items

No reportable action

Note: For personal reasons, Councilmember Boomgaarden recused himself from Closed Session Item A

Agenda Modifications/Approval of Agenda

The SBFCA Regional Levee Improvement Program Development Impact Fee item (presented on December 19, 2023) was continued to the next Regular Meeting on February 6, 2024

Ceremonial Presentations

1. Smoke Free Places Presentation

Eric Paredes – Public Policy Advocate, Blue Zones Project gave a presentation

2. Film Yuba Sutter Presentation

Sabrina Jurisich, Regional Film Commissioner gave a presentation

Public Communication

3. Appearance of Interested Citizens

No public comment

Consent Calendar

Vice-Mayor Shaw moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 4-8

4. Annual Investment Policy Adoption

Approve Investment Policy as presented

5. Bains-Butte House - General Plan Amendment 23-03, Rezone 23-03, and Environmental Assessment 23-06

Adopt **Ordinance 001-24** of the City Council of the City of Yuba City approving Rezone (RZ) 23-03 rezoning 0.32 acres from the Two-Family Residential (R-2) Zone District to the Multiple-Family Residential (R-3) Zone District, for the Bains – Butte House project, located on the northeast corner of Butte House Road and Blevin Road (Assessor's Parcel Number (APN) 059-020-013), by title only and waive the second reading

6. Annual Community Facilities District Report Pursuant to Government Code Section 53411

No action. Note and file only

7. 2024 Council Assignments - Amended

Approve the Mayor's Amended Assignments to Regional Boards and Committees for Calendar Year 2024

8. Waste Water Treatment Facility Lift Station 2 Rehabilitation Project - Contingency Increase

Adopt **Resolution 24-001** which takes the following actions:

- A. Authorize an increase in the construction contingency of \$60,213.37, with a finding that it is in the best interest of the City
- B. Authorize Amendment No. 1 to the Professional Services Agreement with Infrerra Construction Management Group, Inc. of Shingle Springs, CA for Construction Management and Inspection Services in the amount of \$22,500.00, subject to material terms, with a finding that it is in the best interest of the City

The motion was passed unanimously

Business Items

9. THIS ITEM WAS TIME CERTAIN AT 6:50PM

Public Hearing No. 3 for Updating of City Councilmember District Boundaries for Annexed Property

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

No City Council action taken – Information only

10. Levy of the 2024 Annual Assessment of the Downtown Yuba City Business Improvement District

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

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

B. Adopt **Resolution 24-002** confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2024

The motion was passed unanimously

11. Montna Bocce Ball Courts (Contract Award)

Councilmember Pasquale moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 24-003** which takes the following actions:

A. Awards a construction contract to Figueroa Landscape Company, Inc. of Woodland, CA in the amount of their total base bid \$309,419.66, plus Bid Alternate Schedule 2, Item No. 17 in the amount of \$20,874.00, for a total amount of \$330,293.66

B. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

C. Authorizes the Finance Director to make necessary supplemental appropriations to fund the Montna Bocce Ball Courts Project

The motion was passed unanimously

12. Public Works - Development Services Supervisor Classification Adjustments

Councilmember Boomgaarden moved and Councilmember Kirchner seconded the motion to:

A. Adopt **Resolution 24-004**:

1. Approving a side letter with the Mid-Managers bargaining unit to add the Planner – Senior classification, retitle the Engineer – Senior classification to Engineer – Senior Civil, and add the Public Works Maintenance Superintendent classification
2. Authorizing the Finance Director to amend the salary schedule to reestablish the Planner – Senior classification salary range, change the title of Engineer – Senior to Engineer – Senior Civil, and reestablish the Public Works Maintenance Superintendent classification salary range
3. Reclassifying the vacant Project Manager position to a Senior Civil Engineer position

B. Authorize the Finance Director to make budget adjustments as necessary

The motion was passed unanimously

13. Bogue Road Improvements – SR-99 to Railroad Avenue (Design Award)

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

A. Adopt **Resolution 24-005** awarding a Professional Services Agreement to MHM, Inc. of Marysville, CA for design services for the Bogue Road Improvements Project, including associated SR- 99 and sewer extension work, in the amount of \$363,199 plus a 5% contingency of \$18,160 for a total contract amount of \$381,359, with the finding that it is in the best interest of the City

B. Authorize an additional \$150,000 in annual professional services to MHM, Inc. of Marysville, CA, for a total expenditure of up to \$450,000 for Fiscal Year 23/24 for on-call engineering, surveying, and design services

C. Authorize the Finance Director to make budget adjustments and related transfers in the amount of \$270,000 in Development Impact Fee funds from the designated Third Bridge Right-of-Way Development Impact Fee fund balance to Account No. 931295- 65501 (Bogue Road Sewer Extension Project) and \$30,000 in Streets and Roads funds from Bridge Street Widening Account No. 921187-65501 to Account No. 921295-65501

The motion was passed unanimously

Future Agenda Items

14. Future Agenda Items

No suggestions made

Reports and Communications

15. City Manager's Report

16. City Council Reports

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

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council at 7:11 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 5

MINUTES (DRAFT)
SPECIAL CLOSED SESSION MEETING
OF THE SUCCESSOR AGENCY
CITY COUNCIL - CITY OF YUBA CITY
JANUARY 24, 2024
5:00 P.M. CLOSED SESSION
SUTTER ROOM

Special Meeting

The Special Closed Session Meeting of the Housing Successor Agency and City Council was called to order by Mayor Harris at 5:00 PM

Roll Call

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

Absent: None

Public Communication

No public comment received

Closed Session

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

Property: APN 52-380-017, located at southwest corner of C Street and Wilbur Avenue, Yuba City, California; APN 52-401-014, located at southwest corner of Stevens Avenue and Wilbur Avenue, Yuba City California; APN 52-401-009, located at northwest corner of Stevens Avenue and Wilbur 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

Adjournment

Mayor Harris adjourned the Special Closed Session of the City Council and the Housing Successor Agency at 5:07 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 6

MINUTES (DRAFT)
SPECIAL MEETING WORKSHOP
CITY COUNCIL - CITY OF YUBA CITY
JANUARY 30, 2024
8:00 A.M. SPECIAL MEETING
HILLCREST PLAZA
229 CLARK AVENUE
YUBA CITY, CA 95991

Special Workshop

The Special City Council Workshop was called to order by Mayor Harris at 8:11 AM

Roll Call

Present: Mayor Harris, Councilmembers Boomgaarden, Kirchner, Shaw, and Pasquale
Absent: None

Pledge of Allegiance to the Flag

Jesse Alexander, Fire Chief

General Items

1. Council Goals and Priorities

Public Communication

2. Appearance of Interested Citizens

Toni Dianne spoke

Adjournment

Mayor Harris adjourned the Special City Council Workshop at 3:00 PM

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 7

MINUTES (DRAFT)
SPECIAL CLOSED SESSION MEETING
OF THE SUCCESSOR AGENCY
CITY COUNCIL - CITY OF YUBA CITY
JANUARY 30, 2024
4 :00 P.M. CLOSED SESSION
SUTTER ROOM

Special Meeting – Closed Session

The Special Closed Session Meeting of the Housing Successor Agency and City Council was called to order by Mayor Harris at 4:02 PM

Roll Call

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

Absent: None

Public Communication

No public comment received

Closed Session

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

Property: APN 52-380-025, located at 433 Plumas Blvd, Yuba City, California; APN 53- 220-030 and APN 53-194-013, located at the intersection of Main Street, Plumas Street and Percy 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

Adjournment

Mayor Harris adjourned the Special Closed Session of the City Council and the Housing Successor Agency at 4:29 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Sutter Butte Flood Control Agency (SBFCA) Regional Levee Improvement Development Impact Fee Ordinance

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Title 8 of the Yuba City Municipal Code by establishing a new Chapter 11, the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee and procedures for the collection and transfer of fees to the Sutter Butte Flood Control Agency, and waive the second reading

Fiscal Impact: There is no general fund impact to the City

Purpose:

To adopt an Ordinance of the City Council of the City of Yuba City amending Title 8 of the Yuba City Municipal Code by establishing a new Chapter 11, the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee and procedures for the collection and transfer of fees to the Sutter Butte Flood Control Agency.

Council's Strategic Goal:

This item meets the Council's Public Safety Strategic Goal.

Background:

On December 19, 2023, the City Council conducted Public Hearings, adopted the following Resolutions and introduced an Ordinance associated with this item:

1. Adopted a Resolution of the City Council approving the Sutter Butte Basin Regional Levee Program Development Impact Fee Nexus Study.
2. Adopted a Resolution of the City Council adopting the levee program development impact fee to be collected for authorized development.
3. Adopted a Resolution of the City Council delegating authority to the City Manager to execute the Collection Agreement with the Sutter Butte Flood Control Agency, the Counties of Butte and Sutter and the Cities of Biggs, Gridley, Live Oak and Yuba City.
4. Introduced an Ordinance of the City Council of the City of Yuba City amending Title 8 of the Yuba City Municipal Code by establishing a new Chapter 11, the Sutter Butte Basin Regional

Levee Improvement Program Development Impact Fee and procedures for the collection and transfer of fees to the Sutter Butte Flood Control Agency.

There was no opposition or public comment expressed regarding this matter.

The Sutter Butte Basin Nexus Study dated June 30, 2023, prepared by Larsen Wurzel and Associates, Inc. for the Sutter Butte Flood Control Agency provides the basis for a proposed Regional Levee Improvement Development Impact Fee to ensure that new development pay its proportionate share of the levee improvement costs needed to provide 200-year flood protection to the Urban (Northern) portion of the Sutter-Butte Basin and 100-year protection to the rural (southern) portion of the Basin.

The Nexus Study provides the program cost estimate that would be collected to continue providing the funding necessary to pay for the levee system improvements. It was prepared as a regional fee with the intent that each of the Local Agencies individually adopt the Regional LDIF and collect and remit the fees to the Sutter Butte Flood Control Agency (SBFCA). The nexus study and proposed fee have been adopted by partner agencies, Butte County, Sutter County and the Cities of Biggs and Live Oak.

Analysis

The proposed Ordinance establishes a new Chapter 11 in Title 8 of the City Municipal Code for the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee and specifies the purpose of the fee, applicable projects where the fee will be collected with exemptions and exclusions. Fees collected will be placed in a new Flood Protection Improvement Fund. The fee will be applicable to new development projects that complete City entitlements (subdivision maps, development plans, etc.) after adoption of the proposed ordinance. Projects with existing approved entitlements completed before adoption of this ordinance will not be subject to the fee.

The context and background for including the purpose and reason for the Regional LDIF is further detailed within the Nexus Study, contained in Agenda Item 23 of the City Council's December 19, 2023, staff report.

Fiscal Impact:

The proposed actions will not impact the City General Fund. Existing budgeted monies are paying for staff's time on this matter.

Establishment of the Regional LDIF, as collected by the local land use agencies, is anticipated to generate approximately \$21 million from development projects and these funds will be used to partially fund the required improvements to the Sutter Butte Basin levee systems. Complete funding for the required improvements will require additional funding sources as described in SBFCA's adopted Strategic Plan.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City amending Title 8 of the Yuba City Municipal Code by establishing a new Chapter 11, the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee and procedures for the collection and transfer of fees to the Sutter Butte Flood Control Agency, and waive the second reading.

Attachments:

1. Proposed Ordinance

Prepared By:
Doug Libby, AICP
Deputy Director of Development Services

Submitted By:
Diana Langley
City Manager

Attachment 1

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AMENDING CHAPTER 8 OF THE YUBA CITY MUNICIPAL CODE, PLANNING
AND ZONING, BY ESTABLISHING A NEW CHAPTER 11, SUTTER BUTTE
BASIN REGIONAL LEVEE IMPROVEMENT PROGRAM DEVELOPMENT
IMPACT FEE**

WHEREAS, on December 19, 2023, the City Council of the City of Yuba City ("Council") approved and adopted the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee Nexus Study ("Nexus Study") prepared by the Sutter Butte Flood Control Agency ("SBFCA") and dated June 30, 2023; and

WHEREAS, the Nexus Study dated June 30, 2023, has been reviewed and considered by the Council and by reference is hereby entered into the public record; and

WHEREAS, a notice of the public hearing on this Ordinance was published in the Appeal Democrat, a newspaper of general circulation on December 9, 2023; and

WHEREAS, the findings required by the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.) are made by Council with this action as contained in the administrative record and hereby incorporated by reference herein; and

WHEREAS, the Council did use its independent judgment and considered all of said reports including but not limited to the Nexus Study, recommendations and other evidence in the administrative record, all of which is hereby incorporated by reference herein; and

WHEREAS, the council has considered all information related to this matter, as presented at the public hearing of the Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

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

1. Approval of Nexus Study and findings. The City Council of the City of Yuba City does hereby approve the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee Nexus Study report dated June 30, 2023 and incorporated herein by this reference, and Council hereby adopts this new fee based on findings required by the State of California Mitigation Act (also known as "AB 1600," Government Code Sections 66000, et seq.), specifically Council hereby makes all of the following finds:
 1. The purposes of the Regional LDIF imposed by this Ordinance are necessary to fund design and construction of Levee System Improvements for the Sutter Butte Basin; collected fees may be used for no other purpose.
 2. The geographic area in which the fees will be imposed is the urban (Northern) portion of the Sutter Butte Basin and the rural (Southern) Portion of the Basin, as illustrated by the Regional LDIF Boundary Map within Exhibit "B."

3. The estimated reasonable costs for providing the Levee System improvements are contained in the Nexus Study report.
4. There is a reasonable relationship between the type of development projects on which the fee is imposed and the uses of the fees for off-site Levee system improvements.
5. There is a reasonable relationship between the amount of the fees and the cost of the specified public improvement attributable to the development projects on which the fee is imposed.

2. Approval of Fee. The City Council of the City of Yuba City, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby establishes the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee.

The Council may take future action to make other revisions to these fees. These fees shall be in addition to any fees previously imposed by the City. These fees shall be paid prior to issuance of a Certificate of Occupancy and collected and administered consistent with Title 8, Planning and Zoning, of the Municipal Code. These fees shall be effective sixty (60) days after the adoption of this Ordinance.

3. Addition to the Municipal Code. A new Chapter 11 is added to Title 8 of the Yuba City Municipal Code to read as set forth in Exhibit "A", attached hereto and incorporated herein by reference.
4. Publication. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be published in full accordance with Section 36933 of the Government Code.
5. 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.
6. Effective Date of Resolution. This ordinance shall take effect and be in full force and effect from and after thirty (60) days after its final passage and adoption.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 19th day of December, 2023, and adopted at a regular meeting held on the 6th day of February, 2024 by the following vote:

Ayes:

Noes:

Absent:

Recused:

CITY OF YUBA CITY

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

EXHIBIT “A”

THE CITY COUNCIL OF THE CITY OF YUBA CITY, DOES AMEND THE CITY OF YUBA CITY CODE, BY ADDING CHAPTER 11 TO TITLE 8 PLANNING AND ZONING, AND ORDAINS AS FOLLOWS:

CHAPTER 11: SUTTER BUTTE BASIN REGIONAL LEVEE IMPROVEMENT PROGRAM DEVELOPMENT IMPACT FEE.

Section 8-11.100. - Title.

This Chapter shall be known as the “Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee” (Regional LDIF) regulation of the City. This Chapter shall be applicable in the incorporated territory of the City.

Section 8-11.101. – Operative Date.

The “Operative Date” of this chapter begins on the 60th day following the adoption of the ordinance codified in this Chapter and continuing for 30 years thereafter at which time, unless the Operative Date is amended prior to that date, the collection of the impact fee pursuant to Chapter shall cease.

Section 8-11.102. – Purpose.

This Chapter is adopted to impose a levee improvement development impact fee (Levee Fee) to ensure that new development, which is defined as having completed discretionary entitlement processing after the effective date of this ordinance, within the Sutter Butte Basin portion of the City of Yuba City pays its proportionate share of the levee improvement costs needed to provide 200-year level of protection to the urban (Northern) portion of the Sutter Butte Basin and 100-year level of protection to the rural (Southern) portion of the Basin. This Levee Fee, in combination with other sources of funding described within the Regional LDIF Nexus Study dated June 30, 2023 (Nexus Study), as may be updated by resolution from time to time, will fund the project to provide flood protection to the Sutter Butte Basin as detailed in the Nexus Study.

Section 8-11.103. – Fee Rate.

The Regional LDIF for the Sutter Butte Basin Levee System, based on the acreage of a project, is detailed within the Nexus Study. A Levee Fee as set forth in the Nexus Study is imposed consistent with this Chapter.

Section 8-11.104. – Total Square Footage of Development.

- (a) For new development of vacant land. In the case where a new development is being constructed on vacant land or land that has not previously been developed:
 - (1) Residential land uses. For all residential land uses, the Levee Fee is calculated proportionately to the square footage of the residential property. The total conditioned (habitable) square footage of the property is divided by 1,000 square feet to determine the total Levee Fee amount. Conditioned or habitable square footage is livable space within a

residential property excluding basements, garages, garden sheds, greenhouses, storage sheds, and covered patios.

- (2) Nonresidential land uses. For nonresidential land uses, the total square footage of building space is divided by 1,000 square feet to determine the total Levee Fee amount.

- (b) For development of land with existing or pre-existing structures or replacement structures:

- (1) Residential land uses:

- (i) For a residential expansion project in excess of 500 new habitable square feet, the incremental new square footage will be charged the Levee Fee on a 1,000 square foot basis.
- (ii) For residential replacement projects, if the project involves development of a new residential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure), and the new structure is larger than the demolished structure by 500 square feet or more, only the incremental new habitable square footage will be charged the Levee Fee per 1,000 square foot basis. The net new square footage in excess of 500 square feet will be determined by subtracting the documented habitable square footage of the previously existing structure from the new square footage.
- (iii) For residential expansion or replacement projects of less than 500 new square feet, no Levee Fee will be charged.

- (2) Nonresidential land uses:

- (i) For nonresidential expansion projects of more than 500 new building square feet, the additional square footage will be charged the Levee Fee per 1,000 square foot basis.
- (ii) For nonresidential replacement projects, if the project involves development of a new nonresidential structure after the demolition of a pre-existing structure (regardless of the use of the pre-existing structure) and the new structure is larger than the demolished structure by 500 square feet or more, only the incremental new square footage will be charged the Levee Fee on a 1,000 square foot basis. The net new building square footage in excess of 500 square feet will be determined by subtracting the documented habitable square footage of the previously existing structure from the new square footage.
- (iii) For nonresidential expansion or replacement projects of less than 500 new building square feet, no Levee Fee will be charged.

Section 8-11.105. Exemptions and Exclusions.

The following land uses and/or development projects are exempt from the Levee Fee:

- (a) Agricultural: Development projects on land zoned Agricultural Holding District (AH).
- (b) Additions to pre-existing structures: Development projects that require a building permit and are not increasing the amount of new structure square footage are exempt from the

Levee Fee if the project involves adding less than 500 new square feet. If the project increases the structure by 500 square feet or more, only the incremental new square footage will be charged the Levee Fee on a proportionate basis.

- (c) Replacement due to damage (with or without addition): If the proposed project is an in-kind replacement to a previously existing structure because of fire damage or other natural disaster, the project will be exempt from the Levee Fee so long as the replacement does not increase the amount of new structure by more than 300 square feet. If the project increases the structure by more than 300 square feet, the incremental new square footage will be charged the Levee Fee on a proportionate basis.
- (d) Structures raised above the 200-year floodplain elevation: Development projects with structures raised above the elevation of the 200-year flood as determined by the land use agencies or structures removed from the 200-year floodplain by flood control improvements that meet the design standards applicable to the Federal-State flood control system as determined by the land use agencies, shall be exempt from the Levee Fee. The "200-year flood" and "200-year floodplain" are determined without incorporating SBFCA's completed Feather River West Levee improvements. Detailed mapping to assist in making this determination can be found on page 4-4 of SBFCA's Final Engineer's Report dated July 14, 2010.
- (e) Open space: Any development project located on land designated by the Yuba City General Plan as Parks, Recreation and Open Space..
- (f) Public agency owned land (including federal, state, and local agencies): Any development project located on land owned by a Public agency and is to be used solely for public use.

Section 8-11.106. Fee Revenue Accounting.

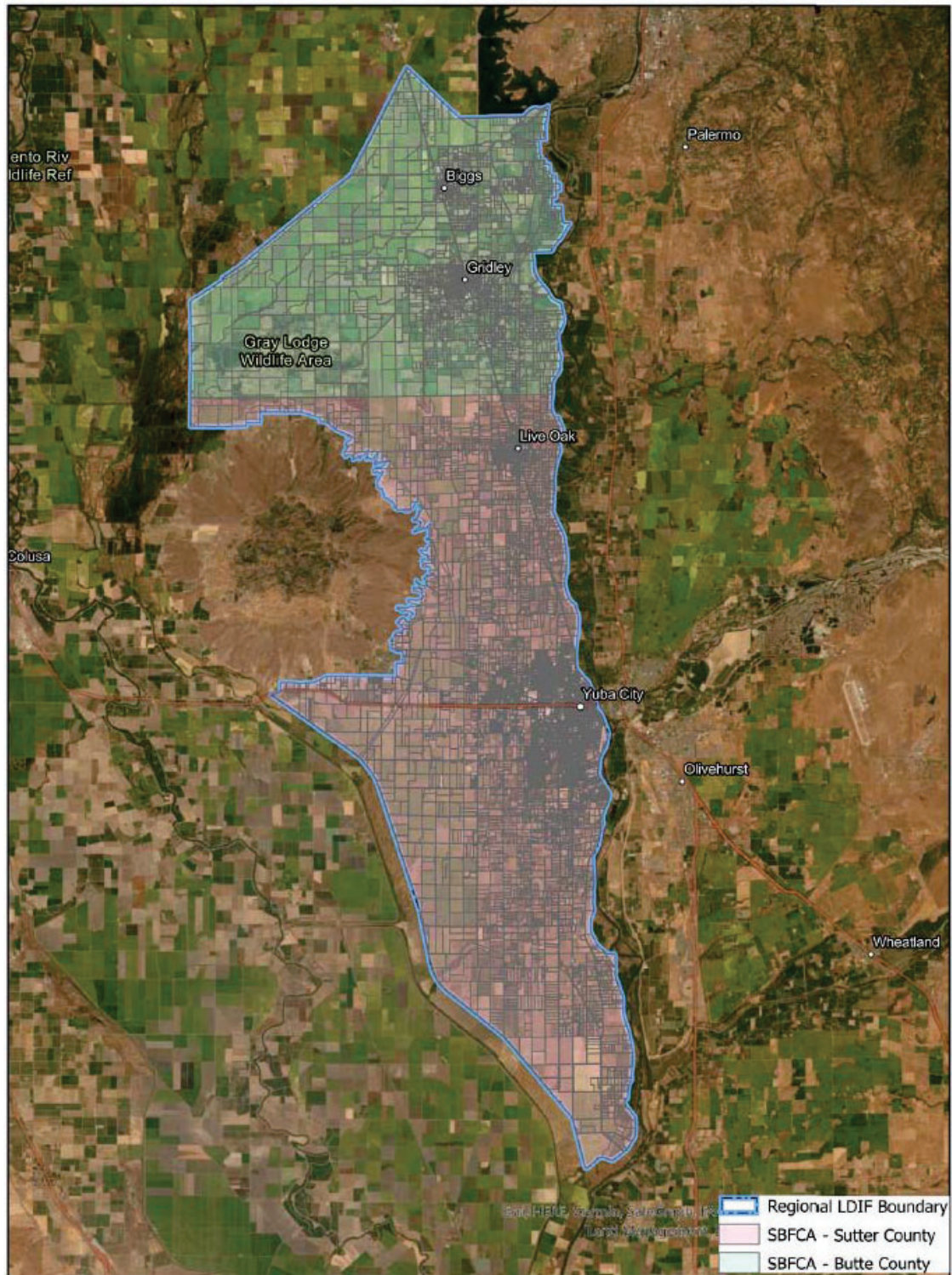
All proceeds of the Levee Fee imposed under this Chapter shall be placed in a separate fund established by the City (Flood Protection Improvement Fund). Separate and special accounts may be established in the Flood Protection Improvement Fund and used to account for collected revenues, along with any interest earnings. Except for temporary borrowing from one City fund to another, the revenue (and interest) shall be used only for the purposes for which the Flood Protection Improvement Fund was collected.

Section 8-11.107. – Severability.

If any provision of this Chapter or the application thereof to any entity or circumstance is held invalid, the remainder of the Chapter and the application of such provision to other entities or circumstances shall not be affected thereby.

EXHIBIT B

Figure 1: Regional Levee Development Impact Fee Boundary



CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:

A. Approving the Memorandum of Understanding with Public Employees' Union, Local 1/AFSCME 57

B. Authorizing the Finance Director to amend the salary schedule

C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$154,752

Fiscal Impact: The increase for Fiscal Year 2023-2024 is \$154,752. The increase for Fiscal Year 2024-2025 is \$157,854. The fiscal impact for FY 2023-2024 and 2024-2025: General fund \$151,536; Water fund \$53,452; Wastewater fund \$82,949; SASA \$17,306; Vehicle Maintenance Fund \$7,363.

Purpose:

To approve the Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding (MOU) effective February 10, 2024 through June 26, 2026, which includes, the terms summarized below in the Analysis section.

Council's Strategic Goal:

This Local 1 MOU addresses the City Council's Strategic Goals of being business friendly and infrastructure.

Background:

Local 1's (FLM) Memorandum of Understanding (MOU) was effective July 1, 2022 through June 30, 2023. The City and Local 1 began meeting in May 2023 and concluded negotiations on December 21, 2023. Local 1 ratified the MOU on January 12, 2024.

Analysis:

Local 1 have agreed to a Memorandum of Understanding that includes, in summary, the following items:

1. MOU, first page, Article 24, Term of Agreement: MOU term from February 10, 2024 through June 26, 2026.
2. MOU, 4.1, Salary Schedule and 4.2, Merit Increases: Administrative "clean up" with minor editing.
3. MOU, 4.3, Salary Increases: All classifications receive a salary increase of 1.25% effective February 10, 2024.
4. MOU, 4.4, Salary Surveys: This provision memorializes the salary survey and comparable agencies.
5. MOU, 4.5, Park Maintenance Worker I: Administrative "clean up" by incorporating side letter into MOU.
6. MOU, 4.6, Wage Reopeners: Agreement on wage re-openers in January 2025 and May 2025.
7. MOU, 4.7, One-Time Payment: Employees employed on December 29, 2023 and remains employed by the City on the date of the paycheck will receive a one-time payment in the amount of \$925.
8. MOU, 4.8, Deferred Compensation: Employee receive \$10 per pay period into their deferred compensation account.
9. MOU, Article 5, Overtime: The City considers all paid time as time worked for the purpose of calculating overtime.
10. MOU, Article 6, Compensatory Time: Administrative "clean up" with no ability cash out compensatory time prior to separation.
11. MOU, Article 8, Holidays: Add Thanksgiving week Holiday, reduce floating holiday to one day, and cash out floating holiday along with administrative "clean up".
12. MOU, 9.1, Health Plans: Administrative "clean up".
13. MOU, 9.2 Medical-in-lieu: Administrative "clean up".
14. MOU, 9.3, Dental and Vision Plans: Administrative "clean up".
15. MOU, 9.4, Life Insurance: Administrative "clean up".
16. MOU, 9.6, Flexible Spending Account: Administrative "clean up".
17. MOU, 9.7, Dependent Care Spending Plan: Administrative "clean up".
18. MOU, 10.2, Vacation Sell-Back: Employees can sell back up to 40 hours of vacation annually.
19. MOU, Article 12, Tuition Reimbursement: Administrative "clean up" and employees may receive up to \$5,150 per calendar year.
20. MOU, Article 13, Incentives: Effective February 10, 2024, qualifying employees who are proficient in a foreign language will receive 2.25% of base rate of pay. Four employees will receive a one-time bilingual stipend in the following amounts: \$294, \$414, \$242 and \$242. This is due to the change in how bilingual pay is paid and the adverse impact on the employees with the lower wages.
21. MOU, Article 14, Callback and Stand-by Pay: Changes were made to allow more flexibility, and update the the MOU for consistency, accuracy, and clarity as well as incorporate the "Electrical Standby" side letter.
22. MOU, Article 17, Certificate Pay: Qualifying employees receive 1.5% base rate of pay for Qualified Pesticide Applicator's Certificate; 1.5% base rate of pay for Pool Operations Certificate for qualifying employees; 1.5% base rate of pay for Certified Playground Safety Inspector; 1.5% base rate of pay for passenger endorsement.
23. MOU, Article 20, Catastrophic Leave and Article 22, Substance Abuse Policy: Administrative "clean up" including the incorporation of Department of Transportation Commercial Driver License Testing into Article 22, Substance Abuse Policy.
24. MOU, Article 23, Discipline Procedure: Updated language changes includes a qualifying appeal to an Administrative Law Judge.
25. MOU, Article 24, Grievance Procedure: The purpose of this updated procedure is to resolve disputes at the lowest level possible. Updated language changes includethe final step to an Arbitrator.
26. MOU, Article 25, Appendix "A" Recognition: Administrative "clean up" with updating classifications to align with salary schedule.

The following provisions were removed from the Local 1 MOU:

1. Job Sharing: This practice is no longer used and, due to changes in legislation, it is less feasible for the City to maintain this practice.
2. Health Plan Benefit Committee: This committee no longer exists.
3. Water Certificate Pay: This pay is being eliminated because it no longer benefits the City.
4. Article 25, Reopener: Outdated reopened language and is no longer applicable.
5. Department of Transportation Commercial Driver License Testing: Incorporated into Substance Abuse Policy in the MOU.

Fiscal Impact:

The increase for Fiscal Year 2023-2024 is \$154,752. The increase for Fiscal Year 2024-2025 is \$157,854. 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 \$78,210; Vehicle Maintenance Fund \$3,401; Water Fund \$24,916; SASA \$8,844; Wastewater Fund \$39,381.

Alternatives:

1. Do not approve Local 1's Memorandum of Understanding. If this occurs, Staff will require direction to address next steps with Local 1.

Recommendation:

Adopt a Resolution:

- A. Approving the Memorandum of Understanding with Local 1.
- B. Authorizing the Finance Director to amend the salary schedule.
- C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$154,752.

Attachments:

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

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Local 1 - February 6, 2024 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2023-24			
Bilingual Pay One Time Stipends		1,192	1,192
One-Time Stipends - \$925 - 99 employees		91,575	91,575
Salary Increase - 1.25% COLA	\$ 46,669		46,669
Bilingual Pay - 2.25% of Base of Salary	\$ 3,055		3,055
Pesticide Certificate change to 1.5% of Base Salary	\$ 580		580
Pool Operations Certificate change to 1.5% of Base Salary	\$ 904		904
Certified Playground Safety Inspector - 1.5% of Base Salary - no employee data	\$ -		-
Special Class Drivers License Pay - 1.5% of Base Salary - no employee data	\$ -		-
Deferred Compensation - \$10 per pay period	\$ 12,191		12,191
Non- Water Cert elimination	\$ (1,413)		(1,413)
Two -Year Cost Projections			
Total Cost	\$ 61,986	\$ 92,767	\$ 154,753

FY 2024-25			
Salary Increase - 1.25% COLA	\$ 120,468		120,468
Bilingual Pay - 2.25% of Base of Salary	\$ 6,389		6,389
Pesticide Certificate change to 1.5% of Base Salary	\$ 1,268		1,268
Pool Operations Certificate change to 1.5% of Base Salary	\$ 1,996		1,996
Certified Playground Safety Inspector - 1.5% of Base Salary - no employee data	\$ -		-
Special Class Drivers License Pay - 1.5% of Base Salary - no employee data	\$ -		-
Deferred Compensation - \$10 per pay period	\$ 31,125		31,125
Non- Water Cert elimination	\$ (3,391)		(3,391)
Two -Year Cost Projections			
Total Cost	\$ 157,854	\$ -	\$ 157,854
General Fund	\$ 151,536		\$ 151,536
Water	\$ 53,452		\$ 53,452
Wastewater	\$ 82,949		\$ 82,949
SASA	\$ 17,306		\$ 17,306
VMF	\$ 7,363		\$ 7,363

ATTACHMENT 2

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE PUBLIC EMPLOYEES' UNION, LOCAL 1/AFSCME 57
MEMORANDUM OF UNDERSTANDING
FEBRUARY 10, 2024 – JUNE 26, 2026**

WHEREAS, the City recognizes the Public Employees' Union, Local 1/AFSCME 57 (Local 1) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and Local 1 met and conferred over the Memorandum of Understanding and;

WHEREAS, the City appreciates the efforts and energy the Local 1 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 Local 1 Memorandum of Understanding, which includes the updated terms summarized in the associated staff report for this agenda item.

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 amend the salary schedule and make the necessary budget adjustments to implement the provisions of this resolution including supplemental appropriations in the amount of \$154,752.

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 6th day of February 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, 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
FOR
PUBLIC EMPLOYEES' UNION, LOCAL 1 / AFSCME 57



AND

CITY OF YUBA CITY



TERM FEBRUARY 10, 2024 – JUNE 26, 2026

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Preamble

This agreement between the City of Yuba City (City) and the Miscellaneous Employee Unit / Public Employees' Union, Local 1 (Local 1), has as its purpose the promotion of harmonious labor relations between the City and Local 1 and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1. – Recognition

The City recognizes Local 1 as the exclusive representative for full-time and regular part-time employees in the classifications in Appendix "A" Recognition as amended.

Article 2. – Management Rights

After discussion and due consideration, it is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to: The exclusive right 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 and 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 City functions including, but not limited to, the right to contract for or subcontract any 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 retains and reserves unto itself all rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

Neither party is waiving their right to bargain or meet or confer over these issues, pursuant to the MMBA and all governing and relevant laws.

Article 3. – Union Rights

Local 1 shall be granted up to 160 (non-cumulative from year-to-year) hours of leave per calendar year to conduct Local 1 business and attend training sessions related to employee relations. All hours shall be counted except for time spent actually attending meetings with the City. Local 1 leave is subject to the same accountability standards as are other leaves taken by City employees. In order to utilize Local 1 leave, prior notice must be given to the immediate supervisor and Director of Human Resources as follows:

- a. Such release time to attend training conferences shall, whenever possible, be made two (2) weeks in advance of such conference or seminar;
- b. Such release time to conduct Local 1 business shall, whenever possible, be made one (1) shift in advance;
- c. Such release time to attend a grievance meeting or disciplinary conference (i.e., Skelly) called by management (not assessed against Local 1 business leave) shall be made as soon as possible upon learning of said meeting.

The representative or designee should provide notice to their immediate supervisor or, in the absence of said supervisor, to the Department Head. Despite the granting of release time, employees are expected to, on an overall basis, complete their work.

The City shall provide notice to Local 1 regarding changes in job classifications or policies that fall within the scope of representation under the MMBA. Local 1 shall have fifteen (15) days to request a meet and confer.

Article 4. – Wages

4.1 Salary Schedule

Employees hired before June 5, 2018, are on the five (5) step salary schedule. Employees hired after June 4, 2018, are on the nine (9) step salary schedule. The salary schedules are attached as Appendix "B" Salary Schedule.

4.2 Merit Increases

Merit salary increases are not automatic. They are based on performance as judged by the department. Department Heads may approve increases only for those employees who have demonstrated appropriate standards of work performance. Merit increases may be recommended to the next highest step in the salary range for the classification. Department Heads may recommend an additional merit step increase based on exceptional performance by an employee. This action must be approved in advance by the City Manager. When a merit increase is denied the employee may appeal such decision through their chain of command up to the Department Head, the appointing authority's decision is final.

4.3 Salary Increases

Effective February 10, 2024, all classifications receive a one and a quarter percent (1.25%) increase.

4.4 Salary Surveys

Salary Surveys include only the following Comparable Agencies: City of Davis; City of Lincoln; City of Lodi; City of Madera; City of Manteca; City of Rocklin; City of Tulare; City of Turlock; City of West Sacramento; City of Woodland; and will use only the following compensation data: Top Step Salary; Education Benefits (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.

4.5 Park Maintenance Worker I

An employee in the Park Maintenance Worker I classification may not advance past Step 1 unless the employee has both passed probation and obtained a California Class B Driver's License.

4.6 Wage Reopener

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.

4.7 One-Time Payment

No later than the completion of the second full pay period following City Council approval of this Agreement, each employee who was employed on December 29, 2023, and remains employed by the City on the date of the paycheck, will receive a one-time payment in the amount of nine hundred twenty-five dollars (\$925.00). The one-time payment is non-PERSable and subject to applicable payroll taxes and withholdings.

4.8 Deferred Compensation

Employees receive ten dollars (\$10.00) per pay period into their deferred compensation account.

Article 5. – 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.

Article 6.– Compensatory Time Off (CTO)

Employees may accrue a maximum of eighty (80) hours of Compensatory Time Off (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 7. – Uniforms

The City reports non-safety uniform expenditures as "special compensation," for classic members pursuant to CalPERS regulations in an amount not to exceed \$25.00.

Article 8. – Holidays

8.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. 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 Day
- i. December 25th

- j. Eight (8) hours of holiday time are to be used on either December 24th or New Year's Eve, or a combination of both days as approved by the department head.

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.

Whenever a holiday falls on a 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 a holiday with pay only if (1) the employee would have been regularly scheduled to work and (2) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

Employees on alternate work schedules 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.

8.2 Compensation for Holiday Work

- a. Employees required to work on paid holidays will receive overtime for any work during the holiday in addition to their straight-time rate of pay.
- b. If a holiday falls on a Sunday, and Monday is designated by the City as the City holiday, compensation for holiday work is allowed for work performed on only Monday. If a holiday falls on a Saturday, and Friday is designated by the City as the City holiday, compensation for holiday work is allowed for work performed on only Friday,
- c. The treatment plants will be staffed during holidays, on-shift staff will receive a minimum of eight (8) hours of holiday overtime pay for hours worked on the holiday. Holidays will begin at 12:00:00 am and end at 11:59:59 pm. If the Operator schedule is such that the same night Operator works the day prior to the holiday and the actual holiday, the maximum hours allowed for payment of holiday overtime pay for that Operator is twelve (12) hours. If different night Operators are scheduled to work the day prior to the holiday and the actual holiday, each Operator is entitled to eight (8) hours of holiday overtime pay even though the actual hours worked on the holiday is less.

8.3 Treatment Plant Employees Recognized Holiday Falls on Day Off

5/8, 9/80, and 4/10 Shift Employees – If a holiday falls on an employee's scheduled day off, either the day before or the day after the scheduled day off will be the employee's

holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

12-Hour Shift Employees (Operators) – If a holiday falls on an operator's scheduled day off, another day within the current bi-weekly work schedule is designated as the Operator's holiday. If the operator is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

8.4 Animal Control Officers Recognized Holiday Falls on Day Off

8-hour shift employees – If a holiday falls on an employee's scheduled day off, either the day before or the day after the scheduled day off will be the employee's holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

10-hour shift employees – If a holiday falls on an employee's scheduled day off, another day within the current bi-weekly work schedule will be designated as the employee's holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

8.5 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 holidays must be in accordance with the requirements of Rules.

Article 9.– Employee Benefit Plans

9.1 Health Plans

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

9.2 Medical-in-lieu

Cash-in-Lieu payments are available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse's employer be as follows:

- a. 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, are entitled to the Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest-cost health plan.
- b. The employee making the election 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 the Cash-in-Lieu benefit for the lower level elected.

- c. 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 current lowest-cost health plan:

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

9.3 Dental and Vision Plans

The City pays the enhanced dental and vision benefits. The enhanced dental and vision benefits are as follows: the annual deductible is \$25.00 (individual) and \$75.00 (family), the calendar year maximum benefit is \$2,000, basic coverage is 90%, major coverage is 60%, and the vision allowance is \$800.00 in a 24-month period.

Through the calendar year 2027, the City will annually evaluate the dental and vision fund excess reserve. The City will make a discretionary determination, which is not subject to bargaining or the grievance process, and then communicate that decision in writing to Local 1 as to whether the City will pay for the enhanced dental and vision benefits set forth above for the coming calendar year. In any year when the enhanced benefits are not able to be funded, benefit levels will automatically revert to the level below:

The City pays 90% of the dental and vision premiums for covered employees. The maximum annual benefit is \$1,750. The vision benefit is \$600 every 24 months. Employees are not required to enroll in the City's dental or vision plan.

9.4 Life Insurance

The City provides employees with a \$20,000 life insurance policy. Dependent life insurance is available to employees at their expense.

9.5 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.

9.6 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.

9.7 Dependent Care Spending Plan

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.

9.8 Short Term Disability

Employees are eligible for short-term disability in a manner provided in the City's adopted Short Term Disability Plan. Per the current plan, Local 1 employees are eligible to receive short-term disability benefits after a 14-calendar day waiting period from the first day of disability for total or limited disability.

Article 10. – Vacation Accrual

10.1 Vacation Accrual

Employees accrue vacation as follows:

Years of City Service:	Bi-Weekly Rate:
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

10.2 Vacation Sell-Back

- Employees may make an irrevocable decision to sell-back up to forty (40) hours of vacation annually during the month of November, for the succeeding calendar year.
- Employees must have accrued and maintain a minimum of forty (40) hours of vacation leave in order to exercise the voluntary option to sell-back.
- Employees that opt to sell-back a portion of their vacation accrual can elect to be paid at any time during the following calendar year, after they have accrued the vacation leave. Payments will be made in the first full pay period of the month of the selected and subject to all applicable payroll taxes and withholding.
- While an employee is electing to sell back vacation in November, the employee will only be taxed upon actual paid receipt of the credits elected.

Article 11. – Public Employees' Retirement System (CalPERS)

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

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

11.1 New Member

A new member is:

- 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 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 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 months, returns to active membership in that system with a new employer.

11.2 Classic Member Retirement Formulas

- a. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one-year final average compensation period. These members pay 100% of the employee's eight percent (8%) member contribution 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 years final average compensation period. These members pay 100% of the employee's eight percent (8%) member contribution on a pre-tax basis.
- c. Employees hired after June 30, 2012, who are not classified as new members shall receive the 2% at 55 miscellaneous CalPERS formula with the three-year final average compensation period. These members pay 100% of the employee's seven percent (7%) member contribution on a pre-tax basis.

11.3 "New Member" Retirement Formulas

Employees hired after December 31, 2012, who are classified as new members shall receive the 2% at 62 miscellaneous CalPERS formula with the three-year final average compensation period. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.

11.4 Optional Benefits

All retirement plans 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 12. – Tuition Reimbursement

Employees may receive up to five thousand one hundred and fifty dollars (\$5,150) per calendar year for tuition reimbursement, registration fees, mandated educationally related materials, fees, and supplies subject to the Rules.

Article 13. – Incentives

13.1 Bilingual Pay

Employees in classifications identified in Appendix “H” Bilingual who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of two and a quarter percent (2.25%) of their base rate of pay. The method of certifying proficiency, and the languages compensated is determined by the City.

Article 14. – Callback and Stand-by

14.1 Public Works Stand-by

Public Works employees on stand-by assignments for after-hours and weekends/holidays for a seven-day period.

a. Stand-by Assignment

There are three (3) types of stand-by: General, Electrical, and Water Distribution.

An employee on General Stand-by is responsible for after-hours calls except for Water Distribution and Electrical specialty calls.

An employee on Water Distribution Stand-by is the designated shift operator for the water distribution system and must respond to water distribution calls.

An employee on Electrical Stand-by 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.

The Water Distribution and/or Electrical stand-by employee may be utilized for general calls for service if one (1) or two (2) additional employees are required by the employee on General stand-by. If further staffing is needed beyond the three (3) employees on stand-by, then any available employees may be ordered to respond.

b. Stand-by Rotation

A rotation stand-by list will be created and posted annually in January. Employees are allowed to trade stand-by weeks or individual days within stand-by weeks 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.

c. Eligibility for General Stand-by

Employees must have a minimum of one (1) year experience as a City Public Works Maintenance Worker I and have successfully completed their initial probationary period.

Employees must have a minimum of a Class B California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Employees must remain physically refrain from the use of alcohol, medications, or substances that may interfere with their ability to respond to any call for service while on stand-by effectively.

d. Eligibility for Electrical Stand-by

Employees must have a minimum of one (1) year experience as a City Electrical Technician and have successfully completed their initial probationary period.

Employees must have a minimum of a Class C California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to respond to any call for service effectively.

e. Eligibility for Water Distribution Stand-by

Employees must have a valid California Water Distribution D-3 or higher certification and have successfully completed their initial probationary period.

Employees must have a minimum of a Class B California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for.

f. Assignment Period

Stand-by periods are one (1) week beginning on Thursday at the conclusion of the workday and continuing to the following Thursday at the conclusion of the workday.

g. Assignment Limits

Employees are limited to two (2) weeks stand-by at a time in a row. Employees may only participate in one (1) of the three (3) stand-by categories: General, Electrical, or Water Distribution. Should the employee cover both their specialty stand-by and any other stand-by simultaneously, they will not collect any additional pay.

h. Stand-by Coverage

The employee is responsible for finding a qualified substitute when necessary due to illness or a family emergency. When a substitute is found, the employee must notify a supervisor and police dispatch.

Stand-by is typically filled on a voluntary basis. If no qualified employee volunteers to cover stand-by, the Department Head or designee will assign a qualified employee. First will be qualified personnel who have not worked stand-by in the previous six (6) months, starting with the least senior staff to the most senior staff. The remaining slots will then be filled by seniority, starting with the least senior qualified staff until all the slots are filled.

14.2 Animal Services Stand-by

a. Stand-by Rotation

Employees are assigned stand-by for after-hours, weekends, and holidays for a seven-day period. A rotation stand-by list will be created and posted each month. Employees will be allowed to trade stand-by weeks with at least two (2) days advance notice of their scheduled stand-by assignments. Specific days during the stand-by week may be traded and can be accommodated if there is a stand-by eligible employee available to cover the day(s). The Animal Services Manager must approve any trading of stand-by assignments prior to switching between employees.

b. Remote Pay

If an animal control officer is called for service and they resolve the call by remotely rather than responding to a physical address, they will be compensated for a minimum of thirty (30) minutes at time and one-half the employee's regular pay or for the actual time whichever is greater.

c. Eligibility for Stand-by

Employees must have successfully passed their field training and are an Animal Services Officer.

Employees must have a current Class C California Driver's License.

Employees must head towards the Sutter Animal Services within thirty (30) minutes of being called back to work and refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for service.

d. Assignment period

Stand-by time is rotated on a monthly basis with the exception of the responsible employee having relief from the assignment on their weekly and routine days off. Employees are responsible for finding a qualified substitute when necessary due to illness or family emergency. When a substitute is found, the employee must notify a supervisor, police dispatch, and sheriff's dispatch. Stand-by is filled on a mandatory basis due to the nature of Animal Services.

14.3 Parks Division Stand-by

a. Stand-by Rotation

Employees are assigned stand-by for after-hours, weekends, and holidays for a fourteen-day period.

Employees bid for stand-by weeks annually in November based on seniority for the following calendar year. The bid designates the qualifications required to bid for specific weeks. Employees must bid for two-week blocks, one (1) at a time, until all 52 weeks are filled. Any weeks unfilled on December 15th will be assigned at the discretion of the supervisor.

Once the stand-by calendar is posted for the following year, employees may trade or give away their weeks with the written approval of their supervisor.

b. Eligibility for Stand-by

Employees must have a minimum of a year of experience as a City Parks Maintenance Worker.

Possess a current Class B California Driver's License.

Possess a current Certified Pool Operator from the National Swimming Pool Foundation and be trained by a Qualified Operator in the operation of the Parks Aerial Truck.

Must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for service.

c. Stand-by Pay

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.

d. Callback Pay

Employees called back to work will receive a minimum of two (2) hours at time-and-one-half the employee's regular rate of pay. Multiple callouts within the two (2) hour minimum period are not separately compensable. Callback pay begins when the employee leaves their location to respond to the call and ends when the employee is finished working or when they return to their residence when assigned a City vehicle, whichever is later.

e. Vehicles

Stand-by employees are provided designated take-home vehicles for the purpose of responding to call-outs. Take-home vehicles may not be driven for any purpose other than driving to and from service calls and traveling to and from work.

Employees required to use their personal vehicle while on stand-by 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.

Article 15.— Animal Control Officers Work Schedules and Related Issues

This Article applies to Animal Control Officers.

15.1 Shift Assignments Determined By City

The City retains the management authority and responsibility to ensure proper staffing and operation of the Animal Services facility at the level of service the City deems appropriate. Employees agree to assist and cooperate with facility management/supervision to fulfill this obligation and provide high-quality service to the public.

15.2 Shift schedules

Absent a negotiated change or City-approved alternative work schedule, the typical work schedule for employees will either be:

- a. Five 8-hour workdays per workweek (totaling 10 workdays in a two-week period.) Hours and days are fixed by schedule but subject to change; or,
- b. Four 10-hour workdays per workweek (totaling 8 workdays in a two-week period.) Hours and days are fixed by schedule but are subject to change.

15.3 Shift Assignment

The City retains complete discretion to determine the most efficient and cost-effective means to manage and deploy its workforce. No employee has an entitlement to any particular shift assignment for any particular length of time.

15.4 Maximum Hours

Absent a declaration of emergency, employees will not be scheduled in advance to work more than 10 hours in a 24-hour period, nor required to work more the 16 hours straight in mandatory overtime circumstances. Employees on standby shall not actually work (as opposed to being on standby time) more than 16 consecutive hours.

Except as otherwise designated under a City-approved alternative work arrangement, the 7-day work week for employees covered under this MOU begins at 0001 Saturday and ends at 2400 the following Friday.

15.5 Schedule Changes

- a. So that employees may plan for their shifts, the City agrees to post tentative shift schedules approximately two to three weeks in advance of the shift schedule to be worked. However, to obtain needed coverage, accommodate leaves of absence, and minimize overtime expenses, management retains the discretion to reassign employees to alternative shifts or hours (other than those designated on the tentative schedule).
- b. Employees who are not provided at least seven (7) calendar days advance notice of a shift reassignment shall be paid an additional four (4) hours at the overtime premium rate (time and one half) in the first altered work week. This additional 4-hour premium payment shall be paid on top of any hours actually worked (straight time and overtime) during that work week. Mandatory or permitted overtime hours (whether holdover or as worked on days typically scheduled as non-working days), where the employee's underlying shift schedule does not change, do not constitute a shift reassignment for purposes of this section.
- c. If an employee is requested to work an extra full shift in a work week, they have the option of: (1) receiving overtime premium pay for the extra shift or (2) requesting an alternative day off during the same workweek prior to the day the work week concludes (management retains the authority to approve or deny such requests based on operational need and to avoid incurring overtime.)

15.6 Shift rotation

The primary shift assignments will be reviewed every eight (8) pay periods (roughly every four months). New eight (8) pay period schedules created by management will focus on and address operational needs but will give consideration to stated employee wishes. Some shift assignments may remain fixed while others rotate.

15.7 Shift trades

Employees will be permitted to trade their regular day(s) off with another employee's assigned shift(s) with their supervisors advance written approval, taking into account other staffing and operational circumstances. However, no shift trades will be approved that result in an overtime liability to the City. When a shift trade is requested by employees, the City's "advance notice" obligation described above does not apply. Shift trades shall be requested on a designated form created by the City.

15.8 Vacation Requests

- a. Vacation requests of forty (40) hours or more must be submitted in writing to the Animal Services Manager at least 1 month in advance of the time off being requested to minimize impact on operations. Submission of a request does not mean it will be granted. The City reserves the management right and discretion to approve or reject such requests based on factors such as operational needs, overtime costs, and impacts on other employees.
- b. To ensure adequate staffing and reduce overtime, absent extenuating circumstances, requests for less than forty (40) hours must be similarly made in writing at least two weeks (14 days) in advance of the requested time off.
- c. Response to Vacation requests: requests for forty (40) or more hours of vacation shall be approved or denied within five (5) calendar days from the date the request was submitted. Vacation requests of less than forty (40) hours will be approved or denied within two working days from the date and time on which the request was made.
- d. Requests to apply vacation leave to an absence requested due to unforeseen circumstances may be granted by the immediate supervisor with less than twenty-four (24) notice. Such requests, however, are acknowledged to be particularly disruptive to operations and scheduling and should be the rare exception.

Article 16. – Required Certifications

The City pays for all costs for certificates required by the State of California, the City of Yuba City, or any governmental agency required as a condition of employment. Required certifications are listed in the applicable job description.

Article 17. – Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Worker classifications who possess a Qualified Pesticide Applicator's Certificate receive an Applicator's Differential of one and a half percent (1.5%) of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the Community Services Department who possess a Certified Playground Safety Inspector (CPSI) Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

Article 18. – Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m. Operators who utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.) shall not be paid shift differential while on such leave.

In the event plant operators are reassigned so that staffing is reduced to less than 24-hour continuous coverage, the City has the sole option to terminate payment of shift differential.

The City specifically retains its' management rights to determine the method of staffing plan operations as more fully detailed in Rule § 3.03(B). Should the City intend to implement this option, the City will give Local 1 30 days advance written notice during which time Local 1 may request to meet and confer.

Article 19. – Treatment Plant Work Schedules and Related Issues

19.1 Applicability

This Article applies to Water Treatment Plant and Wastewater Treatment Plant employees who are regularly and permanently assigned to the Treatment Plants.

19.2 Treatment Plant Coverage

- a. The City retains the authority and responsibility to ensure proper staffing and operation of the City's treatment plant facilities. Notwithstanding this primary obligation, operators agree to assist and cooperate with facility management/supervision to fulfill this obligation and to work collaboratively toward providing a high standard of service to the general public.
- b. If an operator is unable to work their shift, it is the responsibility of the on-shift operator to operate the Plant until a relief operator arrives. The on-shift operator shall notify their supervisor of the situation and will assist in finding a relief operator. If an off-shift operator is contacted, they will respond to relieve the on-shift operator and cover the shift if feasible.

c. Shift Schedules

The eighty (80) hour biweekly work schedule for employees/operators/relief operators will either be:

- (i) Ten (10) eight (8) hour workdays in a two week period (Hours and days are fixed by schedule, but subject to change.); or,
- (ii) Six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a two-week period. There will be two twelve (12) hour shifts, (1) from 7:00 AM to 7:00 PM and (2) from 7:00 PM to 7:00 AM.
- (iii) Staff assigned to the plants that do not work modified schedule may be eligible to participate in alternative work scheduled as per City policy.
- (iv) The work schedule for the laboratory analysts is ten (10) eight (8) hour workdays with the following schedules: Monday – Friday, Tuesday – Saturday, and Sunday – Thursday with the working hours of 0700 – 1530. (Holidays are observed as stated in Article 8)

19.3 Shift Assignment

The City retains complete discretion to determine the most efficient and cost-effective means to operate the treatment plant facilities. Operators have no entitlement to any particular shift assignment or right to retain their assignment to any particular shift.

19.4 Maximum Hours

Operators will not be scheduled to work more than 12 hours in a 24-hour period, nor will operators be required to work more than 16 hours straight in a 24-hour period. Operators will have a minimum of eight hours off between scheduled shifts.

19.5 Workweek Split

- a. Water Treatment Plant – Workweek begins at 0001 Saturday and ends at 2400 the following Friday.
- b. Wastewater Treatment Plant – Workweek begins at 0001 Saturday and ends at 2400 the following Friday.

19.6 Schedule Changes

- a. So that Operators may plan for their shifts, the City agrees to post tentative shift schedules approximately two (2) weeks in advance of the shift/hours to be worked. However, to accommodate leaves of absences and to minimize overtime expenses, operators may be reassigned to alternative shifts (other than those designated on the tentative schedule) with a minimum of two (2) week (14 days) advance notice of the time to be worked.

- b. Operators who are not provided with the advance notice required, shall retain their assigned shift day(s)/hour(s) and be paid at the overtime rate for any additional hours worked for which minimum required notice was not provided.
- c. Operators and relief operators that work consecutive days/shifts in addition to their normal schedule, fourth day for three (3) day weeks, fifth day for four days weeks (12-hour shifts) and the sixth day for five (5) day weeks, (8-hour shifts) shall be compensated at time and a half until their next normally scheduled shift (unless otherwise required by the FLSA).
- d. If an operator is requested to work an extra shift, the operator has the option of: (1) receiving overtime for that extra shift; or (2) taking an additional day off during that same workweek prior to the day on which the operator's workweek concludes.

19.7 Shift Rotation

The primary shift assignments of all operators will be reviewed every three (3) months. New three (3) month schedules created by management will focus on and address operational needs, but with consideration of the stated desires will be based upon simple majority approval of the affected operators. Some shift assignments may remain fixed, while other shift assignments may rotate.

19.8 Operator Shift Trades

Employees must submit to their supervisor shift trade requests twenty-eight (28) days in advance using the City designated form. Shift trades shall be evaluated based on staffing and operational need, may not result in overtime, and must be completed during the workweek. The supervisor or manager in the absence of the supervisor shall approve or deny the request within five (5) days of receipt. If the employee wishes to appeal the supervisor's denial to their mid-manager, they must do so within three (3) days. The mid-manager or department head in the absence of the mid-manager shall approve or deny the request within five (5) days of receipt. If the employee wishes to appeal the mid-manager's denial to their department head, they must do so within three (3) days. The department head or designee shall approve or deny the request within five (5) days of receipt. The department head's decision shall be final.

Employees will be permitted to trade their regular days(s) off with another employee's assigned shifts(s) with their supervisors advance written approval, taking into account other staffing and operational circumstances. However, no trades will be approved that result in an overtime liability to the City. On a case by case basis the supervisor may approve requests with less than twenty-eight (28) days' notice. Trades shall be requested on the designated City form.

19.9 Vacation Requests

- a. Operators must submit vacation off requests for forty (40) hours or more at least one month in advance to minimize impact on treatment plant operations.

Submission of a vacation request does not guarantee that the request will be granted.

- b. To ensure proper staffing and to minimize overtime, vacation off requests for less than forty (40) hours, must be made at least two (2) weeks (14 days) in advance of the requested time off.
- c. Response to Vacation Requests: Requests for forty (40) hours or more shall be approved or denied within five (5) calendar days, from the date on which the request was made. Vacation requests of less than forty (40) hours will be approved or denied within forty-eight (48) hours, from the date/time on which the request was made.
- d. Vacation requests made due to unforeseen circumstances may be granted by the immediate supervisor with less than 24-hour notice, on an exception basis.

19.10 Reporting and Allocation of Leave Hours

- a. Water and Wastewater Treatment Plant Operators will report used leave accruals according to the date on which their shift would have started.
- b. An operator who is absent from work due to sickness or vacation will use leave accruals in proportion to their assigned shift and according to scheduled hours for each day they are absent.

19.11 Operation Certification

- a. Certification Requirements to operate the treatment facilities independently:
 - 1. WTP - Grade III Water Treatment Certificate.
 - 2. WRP - Grade III Wastewater Certificate.

19.12 Certification Support

- a. The City will purchase and make available books and other training material related to state certification requirements. Operators will utilize these materials to stay current of developments pertaining to water and wastewater treatment.
- b. Supervision will assist with and coordinate the completion of forms, applications, etc. required to secure and maintain required certification.
- c. Supervision will maintain personnel/training files for operators to record applications, certifications and documents related to required certification, training and required continuing education.

19.13 Certificate Testing

- a. Test application fees will be paid for by the City, up to three times for each certificate required for the position held by the operator. Additionally, the City will pay for the certification fee for each level of certification obtained by the operator.
- b. Subject to maintaining treatment plant operations priorities, operators will be allowed to study and prepare for certification classes and testing. The City will allow the operator time off on City paid time to take the certification test, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.
- c. The City is not responsible for appealing decisions by the Office of Operator Certification; the operator is responsible for filing and pursuing appeals related to their certification and will be permitted to pursue such appeal on City paid time, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.

19.14 Certificate Re-testing

- a. Operators are expected to re-test when successive test dates are scheduled, if they fail to pass a certification test.
- b. Operators will be allowed City paid release time for test review, if the operator failed a test and the oversight agency provides for such review/appeal.
- c. Operators must continue re-testing, unless a waiver is received for good cause from the Department Director. An operator who fails to continue re-testing or fails to retain their certification may be subject to discipline.

19.15 Certificate Retention Review Classes

- a. Certification review classes attended by operators must be held in the local region, typically within northern California.
- b. The treatment plant supervisor will coordinate scheduling of certification review classes and determine the number of operators who can be released for each review class. Treatment plant coverage must be maintained at all times and will be given priority consideration. Operators will be scheduled for review classes as far in advance as possible.
- c. If review classes require overnight lodging, the City will pay for such lodging and meal expenses in accordance with City policy.
- d. Under no circumstance will the City pay an operator overtime to attend review classes.

- e. When available a City vehicle will be provided; if not available, the operator will be reimbursed in accordance with City mileage rate for use of their personal vehicle.
- f. Operators swing, graveyard or weekend shifts will utilize shift trading to secure rest time in advance of review classes and will have their shift temporarily changed to a Monday through Friday day shift schedule during the week of review classes and certification testing. An operator may choose to use vacation to secure rest time instead of trading shifts, subject to adequate coverage for plant operations. If overtime is required to back-fill the vacation request, vacation time shall be limited to two days.
- g. The City will pay for up to two (2) certification review classes and two test application fees to obtain each higher level of certification than is required for the City's treatment facilities by the regulatory agency.

Continuing Education Units: As required by applicable oversight agency, these will be funded by the City.

19.16 Training on the Job Mandatory Training

- a. When feasible, the City will schedule mandatory staff training meetings, so they coincide within the last few hours of the graveyard shift (i.e. 5:00 AM to 7:00 AM); or,
- b. As an alternative, when the subject matter and presenters allow, the City may schedule multiple training sessions so affected employees can participate during their normal work hours; or,
- c. As an alternative, the City may make the mandatory training available on CD/DVD/internet so employees can fulfill their obligation to participate individually as workload and priorities allow.

Article 20. – Catastrophic Leave

The attached Catastrophic Illness & Injury Program (Appendix "D") remains in effect. The City pays its portion of the contribution to the employee's health, dental, vision, and life insurance premiums while the employee is on paid leave.

Article 21. – Counseling Memos

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

Article 22. – Substance Abuse Policy

The attached Alcohol and Drug Abuse Policy (Appendix “C”) remains in effect. The City provides a maximum of seven (7) days of paid administrative leave for those employees who test positive and enroll in a program.

Article 23. – Discipline Procedure

A. Pre-Discipline Procedures Applies Only to Demotions, Suspensions, and Dismissals.

1. When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the Human Resources Director, or in their absence, the City Manager will be contacted so that all disciplinary procedures are followed. The Department Head will then prepare a Notice of Intended Disciplinary Action to be given to the employee that includes the following attachments:
 - (i) A written copy of the charges being made;
 - (ii) The grounds for such charges;
 - (iii) All documents which support such action;
 - (iv) The type of disciplinary action intended;
 - (v) Copies of Personnel Rules violated.
2. Notice will also include a statement advising the employee that they may respond to the charges either verbally or in writing within a reasonable, specified time period, which will not exceed ten (10) calendar days starting from the date of receipt of the notice.
2. The Department Head will make themselves available to hear verbal responses or answers to the proposed disciplinary actions and/or consider any written responses submitted by the employee.
3. All information supplied by the employee in response to the proposed action will be considered by the Department Head prior to making a final decision on what disciplinary action is appropriate.
4. During the pre-disciplinary hearing, employees may be represented by a representative of their choice. However, the employee only has the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee is allowed to see all documents and materials which are being considered to support the proposed disciplinary action.

5. Upon completing the pre-disciplinary procedures, the Department Head may resolve the matter without taking disciplinary action, or take the proposed action, or modified action as may seem appropriate
 6. If disciplinary action is taken, the employee will be advised in writing and given a Notice of Disciplinary Action including a copy of the appeal procedure containing their right of appeal.
- B. Appeal to Personnel Board Employees have the right to appeal a suspension, leave reduction, demotion, or dismissal.
1. Method of Appeal Employees must file a written notice within ten (10) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal must be addressed to the Personnel Board and filed with the Human Resources Director. The appeal must explain the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within ten (10) calendar days after receipt of the appeal, the Human Resources Director will inform each member of the Personnel Board, the City Manager, and all other persons named or affected by the appeal.
 2. Notice of Hearing When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing may not be less than ten (10) calendar days nor more than forty-five (45) calendar days from the date of filing of the appeal. The Human Resources Director will notify all interested parties of the date, time, and place of the hearing.
 3. Hearing When an appeal has been filed, the Personnel Board will hold a hearing and make such investigation of the matter as it may deem necessary. In addition to the subject matter on appeal, the employee's personnel file will be considered by the Personnel Board as evidence in the case. Personnel File is defined as that file which is maintained in the City Human Resources Department. The appellant is given the opportunity to appear personally before the Personnel Board at the time and place of the hearing.

The appellant may be represented by any person they select and may produce relevant oral or documentary evidence at the hearing. The hearing will not be made an occasion for uttering irresponsible accusations, attacks upon the character or conduct of employer or employee, or other derogatory matters having no bearing on the investigation. The conduct and decorum of the hearing is under the control of the applicable body by its chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings are closed unless the appellant files a written request for an open hearing.

4. Recommendation The Personnel Board will, within fifteen (15) calendar days after said hearing make a recommendation to the City Council as to whether or not the

employee was suspended, demoted or dismissed for reasonable cause and will also make a recommendation as to the appropriate disposition of the case.

Written recommendations will be forwarded by the Personnel Board to the Human Resources Director, City Manager, the affected Department Head and the employee. The recommendations of the Personnel Board become final and represent the final step in the City's administrative procedure unless appealed by either the City or the employee.

C. Appeal to an Administrative Law Judge

1. The Union may appeal reductions in pay for more than one pay period or unpaid suspensions of more than fourteen (14) days, demotions, or termination to an Administrative Law Judge.
2. If the Union wants to appeal the outcome of the Personnel Board recommendation to the City Manager, the Director of Human Resources will contact the California Office of Administrative Hearings to assign an Administrative Law Judge. The Director of Human Resources is responsible for scheduling and notifying the parties of the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceeding.
3. Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal matter under the direction and authority of the Administrative Law Judge.
4. Employees called as witnesses serve without a loss of pay.
5. The Cost of the Administrative Law Judge and court reporter will be shared equally between the City and the Union. The transcript of the hearing becomes a record of the proceeding for the purpose of any future judicial review.
6. The Administrative law Judge will prepare the record of the hearing and will submit a written decision of the findings of fact, rulings of law (if any), and their decision to the City Manager. Copies will be sent to all parties. The Administrative Law Judge's decision is final and binding.

D. Reference to Days For purposes of the preceding section, any reference to days means calendar days. If the last calendar day is on a weekend day or holiday, the last day is the following City Hall business day.

When an employee in this unit is to be interviewed as a subject witness as part of an administrative investigation by the City, the employee will be given a minimum of two (2) calendar days advance notice of the general nature of the investigation (and the name of the interviewer). However, the employee shall not be entitled to pre-interview discovery. The interview will be conducted at a reasonable hour, typically during regular business hours, unless in the City's judgment, the seriousness or urgency of the investigation requires otherwise. Time spent by the employee being interviewed as a subject witness

will all be considered “hours worked” for which the employee shall be paid. A “subject witness” is one whose conduct is being investigated as potentially having violated City policies, rules, or procedures.

Article 24. – Grievance Procedure

Purpose The purpose of this procedure is to resolve disputes at the lowest possible level.

A grievance is a complaint of an employee(s) (grievant) alleging a violation of the express terms of this Agreement. Performance evaluations, release from probation, counseling memos, and disciplinary action are not grievable.

Step 1 Informal Discussion

Employee(s) having a grievance must first discuss the grievance with their immediate supervisor within fourteen (14) days of the occurrence that caused the grievance. If the immediate supervisor’s answer to the grievance does not satisfactorily resolve the grievance, the employee(s) may proceed to the next step within fourteen (14) days from the date of the supervisor’s response.

Step 2 Department Head Review

The grievant must file a written grievance on a form approved by the parties that explains the grievance, sets forth a statement of the action desired, and lists the reasons for the desired action.

The Department Head receiving the grievance should meet with the grievant to discuss the grievance, if any, within fourteen (14) days from the date the grievance was received. The Department Head will prepare and deliver a written response to the grievant by the end of the fourteenth (14th) day from the date of the meeting.

If the Department Head’s decision does not resolve the grievance, the grievant may proceed to the next step within fourteen (14) days from the date of the Department Head’s response.

Step 3 City Manager Review

The grievant must submit in writing the Department Head’s decision and the appeal of the grievance to the City Manager. The City Manager may either: (i) review the Department Head’s decision, or (ii) meet and discuss the grievance with the grievant within fourteen (14) days from the date the appeal is received. The City Manager will investigate as deemed necessary to reach a decision on this matter. Within fourteen (14) days, the City Manager will provide the grievant with a written decision.

The City Manager’s decision may amend or affirm the decision of the Department Head. The City Manager’s decision concerning the grievance is final and represents the final step in the grievance procedure unless the grievance involves economic loss to the grievant. If the grievance involves an economic loss and the grievant is not satisfied with

the City Manager's decision, the Union may proceed to the next step within fourteen (14) days from the date of the City Manager's decision.

Step 4 Arbitration

The grievant must submit their appeal to arbitration directly to the Director of Human Resources. The parties may agree on an arbitrator. If they are unable to do so, the Director of Human Resources will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains. The moving party strikes first.

The Director of Human Resources is responsible for scheduling and notifying the parties of the time and place of the hearing and for notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and will be conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this Agreement.

The cost of the Arbitrator, Court Reporter, and the list(s) from the State Mediation and Conciliation Service will be borne by the losing party. The Transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

The Arbitrator will prepare the record of the hearing and will submit a written decision to the City Manager. Copies will be sent to all parties. The Arbitrator's decision is final and binding.

Article 25. – Term of Agreement

This Agreement remains in full force and effect from February 10, 2024, through June 26, 2026. The parties acknowledge that this Agreement constitutes the entire agreement on matters addressed herein. This agreement may only be changed by written agreement.

SIGNATURES ON NEXT PAGE

Date: _____

Date: Jan 25, 2024

CITY OF YUBA CITY

Diana Langley, City Manager
Consultant

Michael W. Jarvis
Liebert Cassidy Whitmore

LOCAL 1



Joe Santanna (Jan 25, 2024 17:11 PST)
Joe Santanna, President



David Calonder (Jan 26, 2024 08:09 PST)
Dave Calonder, Past President



Ashley Whitmore (Jan 30, 2024 17:19 PST)
Ashley Whitmore, Secretary



Rafael Mendoza (Jan 25, 2024 16:35 PST)
Rafael Mendoza, Treasurer



Ron Slaven (Jan 30, 2024 17:07 PST)
Ron Slaven, Business Representative

Article 26. – Appendix “A” Recognition

Account Clerk - Intermediate
Account Clerk - Senior
Accountant I
Administrative Analyst I
Administrative Assistant
Administrative Clerk I/II/III
Animal Services Officer I/II
Building Inspector I/II
Building Maintenance Worker I/II
Code Enforcement Officer
Community Development Technician I/II
Construction Inspector
Custodian I/II
Customer Services Representative I/II
Customer Services Representative - Senior
Electrical Technician I/II and III
Engineer – Assistant
Engineering Technician I/II and III
Environmental Compliance Inspector
Field Customer Service Representative I/II
Information Systems Technician I/II
Instrumentation Technician I/II/III
Kennel Attendant I/II
Laboratory Analyst I/II
Laboratory Assistant
Mechanic
Mechanic - Lead
Park Maintenance Worker I/II and III
Planner – Assistant
Plans Examiner I/II
Plant Maintenance Mechanic
Plant Maintenance Mechanic - Senior
Public Works Maintenance Worker I/II and III
Quality Assurance Officer
Recreation Coordinator
Registered Veterinary Technician
Utilities Maintenance Worker I/II
Wastewater Collections Maintenance Worker I/II/III
Wastewater Treatment Facility Operator Trainee/I/II/III
Water Distribution Operator I/II/III
Water Treatment Plant Operator Trainee/II/III/IV
Water Treatment Plant Operator III (LT)

Article 27. -Appendix "B" Salary Schedule

1/26/2024 10:35 AM

CITY OF YUBA CITY SALARY SCHEDULE AND GENERAL COMPENSATION PLAN EFFECTIVE FEBRUARY 10, 2024

Public Employees Union, Local #1 - EMPLOYEES HIRED PRIOR TO JUNE 9, 2018

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9
4101	ACCOUNTANT I	PEU, Local 1	5,622	5,903	6,198	6,508	6,833		Monthly		
			32.43	34.06	35.76	37.55	39.42		Hourly		
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909	4,104	4,309	4,524	4,752		Monthly		
			22.55	23.68	24.86	26.10	27.41		Hourly		
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300	4,515	4,741	4,978	5,227		Monthly		
			24.81	26.05	27.35	28.72	30.15		Hourly		
4244	ADMINISTRATIVE ANALYST	PEU, Local 1	5,854	6,147	6,454	6,777	7,116		Monthly		
			33.77	35.46	37.23	39.10	41.05		Hourly		
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543	4,770	5,009	5,259	5,522		Monthly		
			26.21	27.52	28.90	30.34	31.86		Hourly		
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277	3,441	3,613	3,794	3,983		Monthly		
			18.91	19.85	20.84	21.89	22.98		Hourly		
4060	ADMINISTRATIVE CLERK I	PEU, Local 1	3,605	3,785	3,974	4,173	4,382		Monthly		
			20.80	21.84	22.93	24.08	25.28		Hourly		
4085	ADMINISTRATIVE CLERK II	PEU, Local 1	3,986	4,164	4,372	4,591	4,821		Monthly		
			22.88	24.02	25.22	26.49	27.81		Hourly		
4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990	4,189	4,398	4,618	4,849		Monthly		
			23.02	24.17	25.37	26.64	27.97		Hourly		
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373	4,592	4,822	5,063	5,316		Monthly		
			25.23	26.49	27.82	29.21	30.67		Hourly		
4270	BUILDING INSPECTOR I	PEU, Local 1	5,261	5,524	5,800	6,090	6,395		Monthly		
			30.35	31.87	33.46	35.13	36.89		Hourly		
4292	BUILDING INSPECTOR II	PEU, Local 1	6,050	6,352	6,670	7,003	7,353		Monthly		
			34.90	36.65	38.48	40.40	42.42		Hourly		
4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,477	4,701	4,936	5,183		Monthly		
			24.60	25.83	27.12	28.48	29.90		Hourly		
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,894	5,139	5,396	5,666		Monthly		
			26.89	28.23	29.65	31.13	32.69		Hourly		
4285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,377	5,646	5,928	6,224	6,536		Monthly		
			31.02	32.57	34.20	35.91	37.71		Hourly		

4115	COMMUNITY DEVELOPMENT TECH	PEU, Local 1	4,440	4,662	4,895	5,140	5,397	Monthly
			25.62	26.90	28.24	29.65	31.13	Hourly
4144	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,883	5,127	5,383	5,652	5,934	Monthly
			28.17	29.58	31.06	32.61	34.24	Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	6,110	6,415	6,736	7,072	Monthly
			33.57	35.25	37.01	38.86	40.80	Hourly
4050	CUSTODIAN I	PEU, Local 1	3,524	3,700	3,885	4,079	4,284	Monthly
			20.33	21.35	22.41	23.53	24.71	Hourly
4082	CUSTODIAN II	PEU, Local 1	3,876	4,070	4,274	4,488	4,712	Monthly
			22.36	23.48	24.66	25.89	27.19	Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,680	3,864	4,057	4,261	Monthly
			20.22	21.23	22.29	23.41	24.56	Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly
4161	CUSTOMER SERVICES REP -SENIOR	PEU, Local 1	4,224	4,435	4,657	4,890	5,134	Monthly
			24.37	25.59	26.87	28.21	29.62	Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,733	7,070	7,423	7,793	Monthly
			36.99	38.84	40.79	42.83	44.96	Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,236	5,498	5,773	6,062	Monthly
			28.77	30.21	31.72	33.31	34.97	Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	Monthly
			31.10	32.66	34.29	36.01	37.81	Hourly
4295	ENGINEERING TECHNICIAN II	PEU, Local 1	6,210	6,520	6,846	7,188	7,547	Monthly
			35.83	37.62	39.50	41.47	43.54	Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,666	3,849	4,041	4,243	Monthly
			20.14	21.15	22.21	23.31	24.48	Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly

4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448 31.43	5,720 33.00	6,006 34.65	6,306 36.38	6,622 38.20	Monthly Hourly
4260	INFORMATION SYSTEMS TECHNICIAN I	PEU, Local 1	5,994 34.58	6,294 36.31	6,609 38.13	6,939 40.03	7,286 42.03	Monthly Hourly
4281	INSTRUMENTATION TECHNICIAN	PEU, Local 1	5,852 33.76	6,145 35.45	6,452 37.22	6,775 39.09	7,113 41.04	Monthly Hourly
4282	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	6,437 37.14	6,759 38.99	7,097 40.94	7,452 42.99	7,825 45.14	Monthly Hourly
4283	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	7,081 40.85	7,435 42.89	7,807 45.04	8,197 47.29	8,607 49.66	Monthly Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	3,614 20.85	3,795 21.89	3,985 22.99	4,184 24.14	4,393 25.35	Monthly Hourly
4111	KENNEL ATTENDANT II	PEU, Local 1	3,975 22.93	4,174 24.08	4,383 25.29	4,602 26.55	4,833 27.88	Monthly Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	5,567 32.12	5,845 33.72	6,137 35.41	6,444 37.18	6,768 39.04	Monthly Hourly
4581	LABORATORY ANALYST I	PEU, Local 1	6,124 35.33	6,430 37.10	6,751 38.95	7,089 40.90	7,444 42.95	Monthly Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	4,841 27.93	5,083 29.33	5,337 30.79	5,604 32.33	5,885 33.95	Monthly Hourly
4220	MECHANIC	PEU, Local 1	4,750 27.40	4,988 28.78	5,237 30.21	5,499 31.73	5,774 33.31	Monthly Hourly
4225	MECHANIC-LEAD	PEU, Local 1	5,226 30.15	5,487 31.66	5,761 33.24	6,049 34.90	6,351 36.64	Monthly Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902 22.51	4,097 23.64	4,302 24.82	4,517 26.06	4,743 27.36	Monthly Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291 24.76	4,506 26.00	4,731 27.29	4,968 28.66	5,216 30.09	Monthly Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,721 27.24	4,957 28.60	5,205 30.03	5,465 31.53	5,738 33.10	Monthly Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	5,742 33.13	6,029 34.78	6,330 36.52	6,647 38.35	6,979 40.26	Monthly Hourly
4255	PLANS EXAMINER I	PEU, Local 1	5,801 33.47	6,091 35.14	6,396 36.90	6,716 38.75	7,052 40.68	Monthly Hourly
4256	PLANS EXAMINER II	PEU, Local 1	6,381 36.81	6,700 38.65	7,035 40.59	7,387 42.62	7,757 44.75	Monthly Hourly

4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656	5,939	6,236	6,548	6,876	Monthly
			32.63	34.26	35.98	37.78	39.67	Hourly
4221	PLANT MAINTENANCE MECHANIC - SENIOR	PEU, Local 1	6,222	6,533	6,860	7,203	7,563	Monthly
			35.90	37.69	39.58	41.56	43.63	Hourly
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4122	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,508	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,494	4,719	4,955	5,202	Monthly
			24.69	25.93	27.23	28.59	30.01	Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,592	4,822	5,063	5,316	Monthly
			25.23	26.49	27.82	29.21	30.67	Hourly
4540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,912	7,258	7,621	8,002	Monthly
			37.98	39.88	41.87	43.97	46.16	Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,485	4,709	4,944	5,191	Monthly
			24.64	25.88	27.17	28.52	29.95	Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,381	5,650	5,932	6,229	Monthly
			29.57	31.04	32.60	34.22	35.94	Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/	PEU, Local 1	6,198	6,508	6,833	7,175	7,535	Monthly
			35.76	37.55	39.42	41.39	43.47	Hourly
4235	WASTEWATER TREATMENT FACILITY OP. I	PEU, Local 1	6,820	7,161	7,519	7,895	8,288	Monthly
			39.35	41.31	43.38	45.55	47.82	Hourly
4293	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	7,501	7,876	8,270	8,683	9,118	Monthly
			43.28	45.44	47.71	50.09	52.60	Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,399	5,669	5,952	6,249	Monthly
			29.67	31.15	32.71	34.34	36.05	Hourly

4286	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,655 32.63	5,938 34.26	6,235 35.97	6,547 37.77	6,874 39.66	Monthly Hourly
4287	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	6,504 37.52	6,829 39.40	7,170 41.37	7,529 43.44	7,905 45.60	Monthly Hourly
4131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	5,634 32.50	5,916 34.13	6,212 35.84	6,523 37.63	6,850 39.52	Monthly Hourly
4180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198 35.76	6,508 37.55	6,833 39.42	7,175 41.39	7,535 43.47	Monthly Hourly
4230	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,819 39.34	7,160 41.31	7,518 43.37	7,894 45.54	8,288 47.82	Monthly Hourly
4291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501 43.28	7,876 45.44	8,270 47.71	8,683 50.09	9,118 52.60	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)**MOU Article 13.1 - Bilingual Pay**

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.5% of the base rate of pay.

MOU Article 17 - Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualiflex Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

MOU Article 18 - Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

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 FEBRUARY 10, 2024

Public Employees Union, Local #1 - EMPLOYEES HIRED ON OR AFTER JUNE 9, 2018

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	5,622	5,763	5,903	6,051	6,198	6,353	6,508	6,671	6,833	Monthly
			32.43	33.25	34.06	34.91	35.76	36.65	37.55	38.49	39.42	Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909	4,007	4,104	4,207	4,309	4,417	4,524	4,638	4,752	Monthly
			22.55	23.12	23.68	24.27	24.86	25.48	26.10	26.76	27.41	Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300	4,408	4,515	4,628	4,741	4,860	4,978	5,102	5,227	Monthly
			24.81	25.43	26.05	26.70	27.35	28.04	28.72	29.43	30.15	Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	5,854	6,001	6,147	6,301	6,454	6,616	6,777	6,946	7,116	Monthly
			33.77	34.62	35.46	36.35	37.23	38.17	39.10	40.07	41.05	Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543	4,657	4,770	4,890	5,009	5,134	5,259	5,391	5,522	Monthly
			26.21	26.87	27.52	28.21	28.90	29.62	30.34	31.10	31.86	Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277	3,359	3,441	3,527	3,613	3,704	3,794	3,889	3,983	Monthly
			18.91	19.38	19.85	20.35	20.84	21.37	21.89	22.44	22.98	Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,605	3,695	3,785	3,880	3,974	4,074	4,173	4,278	4,382	Monthly
			20.80	21.32	21.84	22.38	22.93	23.50	24.08	24.68	25.28	Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,966	4,065	4,164	4,268	4,372	4,482	4,591	4,706	4,821	Monthly
			22.88	23.45	24.02	24.62	25.22	25.86	26.49	27.15	27.81	Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990	4,090	4,189	4,294	4,398	4,508	4,618	4,733	4,849	Monthly
			23.02	23.60	24.17	24.77	25.37	26.01	26.64	27.31	27.97	Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	5,261	5,393	5,524	5,662	5,800	5,945	6,090	6,241	6,395	Monthly
			30.35	31.11	31.87	32.67	33.46	34.30	35.13	36.01	36.89	Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	6,050	6,201	6,352	6,511	6,670	6,837	7,003	7,178	7,353	Monthly
			34.90	35.78	36.65	37.56	38.48	39.44	40.40	41.41	42.42	Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,371	4,477	4,589	4,701	4,819	4,936	5,059	5,183	Monthly
			24.60	25.22	25.83	26.48	27.12	27.80	28.48	29.19	29.90	Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,778	4,894	5,017	5,139	5,268	5,396	5,531	5,666	Monthly
			26.89	27.57	28.23	28.94	29.65	30.39	31.13	31.91	32.69	Hourly
5285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,377	5,512	5,646	5,787	5,928	6,076	6,224	6,380	6,536	Monthly
			31.02	31.80	32.57	33.39	34.20	35.05	35.91	36.81	37.71	Hourly

5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,440	4,551	4,662	4,779	4,895	5,018	5,140	5,268	5,397	Monthly
			25.62	26.26	26.90	27.57	28.24	28.95	29.65	30.39	31.13	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,883	5,005	5,127	5,255	5,383	5,518	5,652	5,792	5,934	Monthly
			28.17	28.88	29.58	30.32	31.06	31.83	32.61	33.42	34.24	Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	5,965	6,110	6,263	6,415	6,576	6,736	6,903	7,072	Monthly
			33.57	34.41	35.25	36.13	37.01	37.94	38.86	39.83	40.80	Hourly
5050	CUSTODIAN I	PEU, Local 1	3,524	3,612	3,700	3,793	3,885	3,982	4,079	4,181	4,284	Monthly
			20.33	20.84	21.35	21.88	22.41	22.97	23.53	24.12	24.71	Hourly
5082	CUSTODIAN II	PEU, Local 1	3,876	3,973	4,070	4,172	4,274	4,381	4,488	4,600	4,712	Monthly
			22.36	22.92	23.48	24.07	24.66	25.28	25.89	26.54	27.19	Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,593	3,680	3,772	3,864	3,961	4,057	4,158	4,261	Monthly
			20.22	20.73	21.23	21.76	22.29	22.85	23.41	23.99	24.58	Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5161	CUSTOMER SERVICES REP - SENIOR	PEU, Local 1	4,224	4,330	4,435	4,546	4,657	4,774	4,890	5,012	5,134	Monthly
			24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
			33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,573	6,733	6,902	7,070	7,247	7,423	7,608	7,793	Monthly
			36.99	37.92	38.84	39.82	40.79	41.81	42.83	43.89	44.96	Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,112	5,236	5,367	5,498	5,636	5,773	5,916	6,062	Monthly
			28.77	29.49	30.21	30.96	31.72	32.52	33.31	34.13	34.97	Hourly
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,365	6,520	6,683	6,846	7,017	7,188	7,368	7,547	Monthly
			35.83	36.72	37.62	38.56	39.50	40.48	41.47	42.51	43.54	Hourly
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,579	3,666	3,758	3,849	3,945	4,041	4,142	4,243	Monthly
			20.14	20.65	21.15	21.68	22.21	22.76	23.31	23.90	24.48	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,584	5,720	5,863	6,006	6,156	6,306	6,464	6,622	Monthly
			31.43	32.22	33.00	33.83	34.65	35.52	36.38	37.29	38.20	Hourly

5280	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994 34.58	6,144 35.45	6,294 36.31	6,452 37.22	6,609 38.13	6,774 39.08	6,939 40.03	7,111 41.03	7,286 42.03	Monthly Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,852 33.76	5,999 34.61	6,145 35.45	6,299 36.34	6,452 37.22	6,614 38.16	6,775 39.09	6,944 40.06	7,113 41.04	Monthly Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,437 37.14	6,598 38.07	6,759 38.99	6,928 39.97	7,097 40.94	7,275 41.97	7,452 42.99	7,638 44.07	7,825 45.14	Monthly Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	7,081 40.85	7,258 41.87	7,435 42.89	7,621 43.97	7,807 45.04	8,002 46.17	8,197 47.29	8,402 48.47	8,607 49.66	Monthly Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	3,614 20.85	3,705 21.38	3,795 21.89	3,890 22.44	3,985 22.99	4,085 23.57	4,184 24.14	4,290 24.75	4,393 25.35	Monthly Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	3,975 22.93	4,075 23.51	4,174 24.08	4,279 24.69	4,383 25.29	4,493 25.92	4,602 26.55	4,717 27.21	4,833 27.88	Monthly Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	5,567 32.12	5,706 32.92	5,845 33.72	5,991 34.56	6,137 35.41	6,291 36.29	6,444 37.18	6,606 38.11	6,768 39.04	Monthly Hourly
5581	LABORATORY ANALYST II	PEU, Local 1	6,124 35.33	6,277 36.21	6,430 37.10	6,591 38.03	6,751 38.95	6,920 39.92	7,089 40.90	7,266 41.92	7,444 42.95	Monthly Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	4,841 27.93	4,962 28.63	5,083 29.33	5,210 30.06	5,337 30.79	5,471 31.56	5,604 32.33	5,745 33.14	5,885 33.95	Monthly Hourly
5220	MECHANIC	PEU, Local 1	4,750 27.40	4,869 28.09	4,988 28.78	5,113 29.50	5,237 30.21	5,368 30.97	5,499 31.73	5,637 32.52	5,774 33.31	Monthly Hourly
5225	MECHANIC-LEAD	PEU, Local 1	5,226 30.15	5,357 30.91	5,487 31.66	5,624 32.45	5,761 33.24	5,905 34.07	6,049 34.90	6,199 35.76	6,351 36.64	Monthly Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902 22.51	4,000 23.08	4,097 23.64	4,200 24.23	4,302 24.82	4,410 25.44	4,517 26.06	4,630 26.71	4,743 27.36	Monthly Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291 24.76	4,399 25.38	4,506 26.00	4,619 26.65	4,731 27.29	4,850 27.98	4,968 28.66	5,092 29.38	5,216 30.09	Monthly Hourly
5200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,721 27.24	4,839 27.92	4,957 28.60	5,081 29.31	5,205 30.03	5,335 30.78	5,465 31.53	5,601 32.31	5,738 33.10	Monthly Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	5,742 33.13	5,886 33.96	6,029 34.78	6,180 35.65	6,330 36.52	6,489 37.44	6,647 38.35	6,813 39.31	6,979 40.26	Monthly Hourly
5255	PLANS EXAMINER I	PEU, Local 1	5,801 33.47	5,946 34.30	6,091 35.14	6,244 36.02	6,396 36.90	6,556 37.82	6,716 38.75	6,884 39.72	7,052 40.68	Monthly Hourly
5256	PLANS EXAMINER II	PEU, Local 1	6,381 36.81	6,541 37.74	6,700 38.65	6,868 39.62	7,035 40.59	7,211 41.60	7,387 42.62	7,572 43.68	7,757 44.75	Monthly Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656 32.63	5,798 33.45	5,939 34.26	6,088 35.12	6,236 35.98	6,392 36.86	6,548 37.78	6,712 38.72	6,876 39.67	Monthly Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,222 35.90	6,378 36.80	6,533 37.69	6,697 38.64	6,860 39.58	7,032 40.57	7,203 41.56	7,383 42.59	7,563 43.63	Monthly Hourly

5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,601	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.31	33.10	Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,387	4,494	4,607	4,719	4,837	4,955	5,078	5,202	Monthly
			24.69	25.31	25.93	26.58	27.23	27.91	28.59	29.30	30.01	Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,748	6,912	7,085	7,258	7,440	7,621	7,811	8,002	Monthly
			37.98	38.93	39.88	40.88	41.87	42.92	43.97	45.06	46.16	Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5235	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,378	4,485	4,597	4,709	4,827	4,944	5,068	5,191	Monthly
			24.64	25.26	25.88	26.52	27.17	27.85	28.52	29.24	29.95	Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,253	5,381	5,516	5,650	5,791	5,932	6,079	6,229	Monthly
			29.57	30.31	31.04	31.82	32.60	33.41	34.22	35.07	35.94	Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,820	6,991	7,161	7,340	7,519	7,707	7,895	8,092	8,288	Monthly
			39.35	40.33	41.31	42.35	43.38	44.46	45.55	46.68	47.82	Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,271	5,399	5,534	5,669	5,811	5,952	6,101	6,249	Monthly
			29.67	30.41	31.15	31.93	32.71	33.53	34.34	35.20	36.05	Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,655	5,797	5,938	6,087	6,235	6,391	6,547	6,710	6,874	Monthly
			32.63	33.44	34.26	35.12	35.97	36.87	37.77	38.71	39.66	Hourly
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,504	6,667	6,829	7,000	7,170	7,350	7,529	7,717	7,905	Monthly
			37.52	38.46	39.40	40.38	41.37	42.40	43.44	44.52	45.60	Hourly

5131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	5,634 32.50	5,775 33.32	5,916 34.13	6,064 34.98	6,212 35.84	6,368 36.74	6,523 37.63	6,686 38.57	6,850 39.52	Monthly Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198 35.76	6,353 36.65	6,508 37.55	6,671 38.49	6,833 39.42	7,004 40.41	7,175 41.39	7,355 42.43	7,535 43.47	Monthly Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,819 39.34	6,990 40.33	7,160 41.31	7,339 42.34	7,518 43.37	7,706 44.46	7,894 45.54	8,091 46.68	8,288 47.82	Monthly Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501 43.28	7,689 44.36	7,876 45.44	8,073 46.58	8,270 47.71	8,477 48.91	8,683 50.09	8,900 51.35	9,118 52.60	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)**MOU Article 13.1 - Bilingual Pay**

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.5% of the base rate of pay.

MOU Article 17 - Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

MOU Article 18 - Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

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

Article 28. – Appendix “C” Alcohol and Drug Abuse Policy
Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus

Transportation Employee

Testing Act of 1991

This policy addendum coexists with the current Alcohol and Drug Abuse Policy except where it is intended by Federal regulations to supersede the policy, as specified herein.

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, “The Drug-Free Workplace Act of 1988,” which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

THE CITY OF YUBA CITY recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective if the City to have a work force that is free from the influence of alcohol and controlled substances.

A. APPLICABILITY

This policy applies to all safety-sensitive employees, volunteers, and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A safety-sensitive position is defined as any position requiring the use of a Class “A” or Class “B” commercial driver license. Fire safety employees will be subject to the policy in accordance with State and Federal laws. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

B. PROHIBITED SUBSTANCES

“Prohibited substances” addressed by this policy including the following:

Drugs:

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine.

Alcohol:

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. “Alcohol” is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. PROHIBITED CONDUCT

Manufacture. Trafficking. Possession. And Use

Any safety-sensitive employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Impaired/Not Fit for Duty

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to a Substance Abuse Professional (SAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be considered as having a positive test result and shall be removed from duty immediately and referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Employees who refuse the referral to the SAP shall be subject to immediate termination from their position.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem may be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test:

A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. In regards to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of sick leave, Comp. Time earned, and vacation or be placed on an approved leave of absence, if time off needed. The Notice of Discipline documents shall specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. An employee failing to complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol

test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment. A positive follow-up test after 36 months may result in termination or additional rehabilitation at the City's sole discretion.

Leave Balance: Participants in a rehabilitation program may use accumulated sick leave, (provided a substance abuse professional has attested in writing for the need to use a sick leave) vacation, and CTO leave balances. Time spent in a rehabilitation program shall be counted as utilized leave time under the Federal and State Family Care Leave Act if it qualifies as a "serious health condition" under the law. Once leave balances have been exhausted, an employee will be placed on an approved leave without pay in accordance with Personnel Rule 2.11(B).

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

Pursuant to the "Drug Free Workplace Act of 1988" any employee who fails to immediately notify the City of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

E. PROPER APPLICATION OF THE POLICY

The City is dedicated to assuring fair and equitable application of the Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

F. TESTING FOR PROHIBITED SUBSTANCES

Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under the Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety-sensitive employees will be tested prior to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on a randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the United States Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines. Testing may be conducted by a mobile unit, which meets the requirements of DHHS.

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substances levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a re-test results in an alcohol concentration 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a pending or confirmed positive controlled substance or alcohol test will be removed from safety sensitive duties and/or his/her position, placed on unpaid leave, vacation, or CTO (at the employee's discretion) informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP). Transfer of an employee to a non-safety sensitive position will be made at the sole discretion of the City.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employees in Safety-sensitive positions may be tested under any of the following circumstances:

Pre-Employment Testing

All Applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Observation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or when one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee is cited for a moving violation

Following the accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but also any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before duty, during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

Return-to-Duty Testing

All safety-sensitive employees who have previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be

required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second sample test invalidated the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a re-test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

G. EMPLOYEE ASSESSMENT

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result.

H. CONTINUOUS COMPLIANCE REQUIREMENTS

The City shall apply and interpret this policy to maintain required compliance with applicable Federal laws and regulations, including subsequent amendments and interpretive rulings.

I. CONTACT PERSON

Any questions regarding this policy should be directed to the following City representative:

Title: Director of Human Resources

Address: 1201 Civic Center Boulevard, Yuba City, CA 95993

Telephone: (530) 822-4610

J. DEFINITIONS

ACCIDENT – an unintended happening or mishap where there is a loss of human life (regardless of fault), bodily injury or property damage totaling \$4,400 or more.

ALCOHOL – the intoxicating agent in a beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

ALCOHOL CONCENTRATION – the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

ALCOHOL USE – consumption of any beverage, mixture, or preparation, including any medication containing methyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

BREATH ALCOHOL TECHNICIAN (BAT) – a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests.

CHAIN OF CUSTODY – the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

COLLECTION SITE – a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

COMMERCIAL MOTOR VEHICLE – a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designated to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials

found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

CITY – THE CITY OF YUBA CITY

CITY TIME – any period of time in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

CONFIRMATION TEST – for alcohol testing means a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines and phencyclidine).

CONTROLLED SUBSTANCE (DRUG) TEST – a method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may either be an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites (1)	300 ng/ml
Amphetamines	1,000 ng/ml

(1) 25 ng/ml if immunoassay

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolite (THC) (1)	15 ng/ml
Cocaine Metabolite (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml

Opiates

Morphine	300 ng/ml
Codeine	300 ng/ml

Amphetamines

Amphetamine	500 ng/ml
Methamphetamine (3)	500 ng/ml

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoyllecgonine
- (3) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml
- (4) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

DEPARTMENT OF TRANSPORTATION GUIDELINES – The controlled substance and alcohol testing rules (49CFR Part 199 (RSPA – Pipeline), Part 219 (FRA – Railroad), Part 382 (FHWA – Commercial Motor Vehicle), 654 (FTA – Mass Transit) and 14 CFR 61 (FAA – Aviation) et.al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.

DRIVER – any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of, or with the consent of, an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

DRUG (CONTROLLED SUBSTANCE) METABOLITE – the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

EMPLOYEE – any person who is employed by the City or who is a volunteer in a safety-sensitive position requiring a commercial driver license. A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

EVIDENTIAL BREATH TESTING DEVICE (EBT) – the device to be used for breath alcohol testing.

MEDICAL REVIEW OFFICER (MRO) – a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

PERFORMING (SAFETY SENSITIVE FUNCTION) – a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

POST-ACCIDENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Attachment A.

PRE-EMPLOYMENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted before applicants are hired or after an offer to hire, but before actually performing safety sensitive functions for the first time. Also required when employees transfer to a safety sensitive position.

PROHIBITED DRUGS (CONTROLLED SUBSTANCES) – Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

PROHIBITED SUBSTANCES – means and is synonymous to drug abuse and/or alcohol misuse or abuse.

RANDOM ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

REASONABLE SUSPICION CONTROL AND/OR CONTROLLED SUBSTANCE TESTING – conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or controlled substance abuse.

REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST) – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

REHABILITATION – The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in

SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

RETURN-TO-DUTY AND FOLLOW-UP ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returned to performing safety sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the SAP recommendation.

RETURN-TO-DUTY AGREEMENT – a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration to 0.04 or greater on an alcohol test.

SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION) – An employee or volunteer is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and any employee who transfers into or is assigned safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

SCREENING (INITIAL) TEST – In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

SUBSTANCE ABUSE PROFESSIONAL (SAP) – a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker (with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substance-related disorders. The employee shall select a SAP from a list provided by the City.

SUPERVISOR – a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

VEHICLE – a bus, electric bus, van, automobile, rail car, trolley bus, truck or vessel used for mass transportation.

PROCEDURES FOR REASONABLE SUSPICION TESTING

A. PROCEDURES – RESONABLE 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 insure 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 even 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 the 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, and 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.

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.

PROCEDURES FOR RESONABLE SUSPICION TESTING

A. PROCEDURES – RESONABLE 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 insure 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 even 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 the 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, and 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.

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.

SAFETY-SENSITIVE EMPLOYEE CLASSIFICATIONS AS OF AUGUST 1, 2006

Equipment Operator

Fleet Maintenance Supervisor

Lead Mechanic

Maintenance Supervisor – Water/Sewer

Maintenance Supervisor – Streets

Mechanic

Parks Maintenance Supervisor

Parks Maintenance Workers I, II, III (only those who have a commercial drivers license)

Plant Maintenance Mechanic (See note 3)

Public Works Maintenance Workers I, II, III

Recreation Supervisor I/II

Senior Arborist

Senior Plant Maintenance Mechanic (See note 3)

Streets Maintenance Supervisor

Sweeper Operator

Temporary Positions that require a commercial drivers license

NOTE:

- (1) New positions requiring a commercial license will be subject to this policy.
- (2) Any employee who possesses a commercial license and makes himself or herself available to drive for the benefit of the City is also subject to this policy.
- (3) If these employees possess a commercial license.

Article 29. – Appendix “D” Catastrophic Illness and Injury Donation Plan

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

Plan Guidelines

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

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

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

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

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

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

Article 30. – Appendix “E” 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.

Article 31. – Appendix “F” Uniform Calculations

	Shirts	Qty	Total	Pants	Qty	Total	Coveralls	Qty	Total	Labcoat	Qty	Total	Weekly	Biweekly
Finance				0.157	15	2,355							2,355	4.71
				0.157	15	2,355							2,355	4.71
PW	0.138	15	2,070	0.157	15	2,355							4,425	8.85
Fleet	0.138	15	2,070	0.157	15	2,355							4,425	8.85
	0.138	15	2,070	0.157	15	2,355							4,425	8.85
PW	0.138	15	2,070	0.290	15	4,350							6,420	12.84
Custodian	0.138	15	2,070										2,070	4.14
	0.138	15	2,070										2,070	4.14
PW							1.00	3	3.00				3,000	6.00
Water														

Alternative Work Schedule Application

Name: _____ Position Title: _____

Department/Division: _____ Telephone Number: _____

I request the following alternate work schedule to begin on _____ (start date must coincide with the beginning of a pay period and begin at least one full pay period after the submission date of this form) and end on _____.

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Weekly Total
Week 1								
In								
Lunch duration								
Leave Bank hours utilized								
Out								
Total number of hrs. per day								
Week 2								
In								
Lunch duration								
Leave Bank hours utilized								
Out								
Total number of hrs. per day								

This request is due to a ☐ personal request or ☐ a business necessity. Please describe the circumstances below (including any applicable leave bank utilization): _____

My schedule is different from my supervisor's work schedule:

☐ No ☐ Yes, please give this form to your Supervisor. Supervisor explanation needs to be attached to this form.

My supervisor has made me aware of any related holiday timekeeping requirements. _____ **employee initials**

I understand that I may be required to provide supporting documentation or information. I have read and understand the information and conditions of the Alternative Work Schedule policy in accordance with section 2.04, § G, as listed below. _____ **employee initials**

"A request for a flexible work schedule shall be forwarded to the appropriate Department Head for consideration. Prior to approval, the concurrence of the Human Resources Director and City Manager is required. In considering a flexible work schedule request, the operational and staffing needs of the City and the department shall receive top priority. Compliance with applicable laws, FLSA and City rules will also be evaluated for each such request. The City retains the right of sole discretion in the approval or denial of such requests." A written response shall be provided by the Department Head within 30 days.

If approved, I understand this request can be revoked at any time.

Employee Signature: _____ Date: _____

Department Head: _____ Date: _____

Human Resources Director: _____ Date: _____

City Manager: _____ Date: _____

ATTACHMENT 4

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE FEBRUARY 10, 2024**

Public Employees Union, Local #1 - EMPLOYEES HIRED PRIOR TO JUNE 9, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS								
			1	2	3	4	5	6	7	8	9
4101	ACCOUNTANT I	PEU, Local 1	5,622 32.43	5,903 34.06	6,198 35.76	6,508 37.55	6,833 39.42		Monthly Hourly		
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909 22.55	4,104 23.68	4,309 24.86	4,524 26.10	4,752 27.41		Monthly Hourly		
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300 24.81	4,515 26.05	4,741 27.35	4,978 28.72	5,227 30.15		Monthly Hourly		
4244	ADMINISTRATIVE ANALYST	PEU, Local 1	5,854 33.77	6,147 35.46	6,454 37.23	6,777 39.10	7,116 41.05		Monthly Hourly		
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543 26.21	4,770 27.52	5,009 28.90	5,259 30.34	5,522 31.86		Monthly Hourly		
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277 18.91	3,441 19.85	3,613 20.84	3,794 21.89	3,983 22.98		Monthly Hourly		
4060	ADMINISTRATIVE CLERK I	PEU, Local 1	3,605 20.80	3,785 21.84	3,974 22.93	4,173 24.08	4,382 25.28		Monthly Hourly		
4085	ADMINISTRATIVE CLERK II	PEU, Local 1	3,966 22.88	4,164 24.02	4,372 25.22	4,591 26.49	4,821 27.81		Monthly Hourly		
4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990 23.02	4,189 24.17	4,398 25.37	4,618 26.64	4,849 27.97		Monthly Hourly		
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373 25.23	4,592 26.49	4,822 27.82	5,063 29.21	5,316 30.67		Monthly Hourly		
4270	BUILDING INSPECTOR I	PEU, Local 1	5,261 30.35	5,524 31.87	5,800 33.46	6,090 35.13	6,395 36.89		Monthly Hourly		
4292	BUILDING INSPECTOR II	PEU, Local 1	6,050 34.90	6,352 36.65	6,670 38.48	7,003 40.40	7,353 42.42		Monthly Hourly		
4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264 24.60	4,477 25.83	4,701 27.12	4,936 28.48	5,183 29.90		Monthly Hourly		
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661 26.89	4,894 28.23	5,139 29.65	5,396 31.13	5,666 32.69		Monthly Hourly		
4285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,377 31.02	5,646 32.57	5,928 34.20	6,224 35.91	6,536 37.71		Monthly Hourly		

4115	COMMUNITY DEVELOPMENT TECH	PEU, Local 1	4,440	4,662	4,895	5,140	5,397	Monthly
			25.62	26.90	28.24	29.65	31.13	Hourly
4144	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,883	5,127	5,383	5,652	5,934	Monthly
			28.17	29.58	31.06	32.61	34.24	Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	6,110	6,415	6,736	7,072	Monthly
			33.57	35.25	37.01	38.86	40.80	Hourly
4050	CUSTODIAN I	PEU, Local 1	3,524	3,700	3,885	4,079	4,284	Monthly
			20.33	21.35	22.41	23.53	24.71	Hourly
4082	CUSTODIAN II	PEU, Local 1	3,876	4,070	4,274	4,488	4,712	Monthly
			22.36	23.48	24.66	25.89	27.19	Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,680	3,864	4,057	4,261	Monthly
			20.22	21.23	22.29	23.41	24.58	Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly
4161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,224	4,435	4,657	4,890	5,134	Monthly
			24.37	25.59	26.87	28.21	29.62	Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,733	7,070	7,423	7,793	Monthly
			36.99	38.84	40.79	42.83	44.96	Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,236	5,498	5,773	6,062	Monthly
			28.77	30.21	31.72	33.31	34.97	Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	Monthly
			31.10	32.66	34.29	36.01	37.81	Hourly
4295	ENGINEERING TECHNICIAN II	PEU, Local 1	6,210	6,520	6,846	7,188	7,547	Monthly
			35.83	37.62	39.50	41.47	43.54	Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,666	3,849	4,041	4,243	Monthly
			20.14	21.15	22.21	23.31	24.48	Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly

4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,720	6,006	6,306	6,622	Monthly
			31.43	33.00	34.65	36.38	38.20	Hourly
4260	INFORMATION SYSTEMS TECHNICIAN I	PEU, Local 1	5,994	6,294	6,609	6,939	7,286	Monthly
			34.58	36.31	38.13	40.03	42.03	Hourly
4281	INSTRUMENTATION TECHNICIAN	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4282	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly
4283	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,795	3,985	4,184	4,393	Monthly
			20.85	21.89	22.99	24.14	25.35	Hourly
4111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,174	4,383	4,602	4,833	Monthly
			22.93	24.08	25.29	26.55	27.88	Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,845	6,137	6,444	6,768	Monthly
			32.12	33.72	35.41	37.18	39.04	Hourly
4581	LABORATORY ANALYST I	PEU, Local 1	6,124	6,430	6,751	7,089	7,444	Monthly
			35.33	37.10	38.95	40.90	42.95	Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	4,841	5,083	5,337	5,604	5,885	Monthly
			27.93	29.33	30.79	32.33	33.95	Hourly
4220	MECHANIC	PEU, Local 1	4,750	4,988	5,237	5,499	5,774	Monthly
			27.40	28.78	30.21	31.73	33.31	Hourly
4225	MECHANIC-LEAD	PEU, Local 1	5,226	5,487	5,761	6,049	6,351	Monthly
			30.15	31.66	33.24	34.90	36.64	Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	5,742	6,029	6,330	6,647	6,979	Monthly
			33.13	34.78	36.52	38.35	40.26	Hourly
4255	PLANS EXAMINER I	PEU, Local 1	5,801	6,091	6,396	6,716	7,052	Monthly
			33.47	35.14	36.90	38.75	40.68	Hourly
4256	PLANS EXAMINER II	PEU, Local 1	6,381	6,700	7,035	7,387	7,757	Monthly
			36.81	38.65	40.59	42.62	44.75	Hourly

4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656	5,939	6,236	6,548	6,876	Monthly
			32.63	34.26	35.98	37.78	39.67	Hourly
4221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,222	6,533	6,860	7,203	7,563	Monthly
			35.90	37.69	39.58	41.56	43.63	Hourly
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4122	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,494	4,719	4,955	5,202	Monthly
			24.69	25.93	27.23	28.59	30.01	Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,592	4,822	5,063	5,316	Monthly
			25.23	26.49	27.82	29.21	30.67	Hourly
4540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,912	7,258	7,621	8,002	Monthly
			37.98	39.88	41.87	43.97	46.16	Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,485	4,709	4,944	5,191	Monthly
			24.64	25.88	27.17	28.52	29.95	Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,381	5,650	5,932	6,229	Monthly
			29.57	31.04	32.60	34.22	35.94	Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/	PEU, Local 1	6,198	6,508	6,833	7,175	7,535	Monthly
			35.76	37.55	39.42	41.39	43.47	Hourly
4235	WASTEWATER TREATMENT FACILITY OP. I	PEU, Local 1	6,820	7,161	7,519	7,895	8,288	Monthly
			39.35	41.31	43.38	45.55	47.82	Hourly
4293	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	7,501	7,876	8,270	8,683	9,118	Monthly
			43.28	45.44	47.71	50.09	52.60	Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,399	5,669	5,952	6,249	Monthly
			29.67	31.15	32.71	34.34	36.05	Hourly

4286	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,655	5,938	6,235	6,547	6,874	Monthly
			32.63	34.26	35.97	37.77	39.66	Hourly
4287	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	6,504	6,829	7,170	7,529	7,905	Monthly
			37.52	39.40	41.37	43.44	45.60	Hourly
4131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	5,634	5,916	6,212	6,523	6,850	Monthly
			32.50	34.13	35.84	37.63	39.52	Hourly
4180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198	6,508	6,833	7,175	7,535	Monthly
			35.76	37.55	39.42	41.39	43.47	Hourly
4230	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,819	7,160	7,518	7,894	8,288	Monthly
			39.34	41.31	43.37	45.54	47.82	Hourly
4291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501	7,876	8,270	8,683	9,118	Monthly
			43.28	45.44	47.71	50.09	52.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 13.1 - Bilingual Pay

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.5% of the base rate of pay.

MOU Article 17 - Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualific Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

MOU Article 18 - Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

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 FEBRUARY 10, 2024**

Public Employees Union, Local #1 - EMPLOYEES HIRED ON OR AFTER JUNE 9, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	5,622	5,763	5,903	6,051	6,198	6,353	6,508	6,671	6,833	Monthly
			32.43	33.25	34.06	34.91	35.76	36.65	37.55	38.49	39.42	Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,909	4,007	4,104	4,207	4,309	4,417	4,524	4,638	4,752	Monthly
			22.55	23.12	23.68	24.27	24.86	25.48	26.10	26.76	27.41	Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,300	4,408	4,515	4,628	4,741	4,860	4,978	5,102	5,227	Monthly
			24.81	25.43	26.05	26.70	27.35	28.04	28.72	29.43	30.15	Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	5,854	6,001	6,147	6,301	6,454	6,616	6,777	6,946	7,116	Monthly
			33.77	34.62	35.46	36.35	37.23	38.17	39.10	40.07	41.05	Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,543	4,657	4,770	4,890	5,009	5,134	5,259	5,391	5,522	Monthly
			26.21	26.87	27.52	28.21	28.90	29.62	30.34	31.10	31.86	Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,277	3,359	3,441	3,527	3,613	3,704	3,794	3,889	3,983	Monthly
			18.91	19.38	19.85	20.35	20.84	21.37	21.89	22.44	22.98	Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,605	3,695	3,785	3,880	3,974	4,074	4,173	4,278	4,382	Monthly
			20.80	21.32	21.84	22.38	22.93	23.50	24.08	24.68	25.28	Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,966	4,065	4,164	4,268	4,372	4,482	4,591	4,706	4,821	Monthly
			22.88	23.45	24.02	24.62	25.22	25.86	26.49	27.15	27.81	Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,990	4,090	4,189	4,294	4,398	4,508	4,618	4,733	4,849	Monthly
			23.02	23.60	24.17	24.77	25.37	26.01	26.64	27.31	27.97	Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	5,261	5,393	5,524	5,662	5,800	5,945	6,090	6,241	6,395	Monthly
			30.35	31.11	31.87	32.67	33.46	34.30	35.13	36.01	36.89	Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	6,050	6,201	6,352	6,511	6,670	6,837	7,003	7,178	7,353	Monthly
			34.90	35.78	36.65	37.56	38.48	39.44	40.40	41.41	42.42	Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,371	4,477	4,589	4,701	4,819	4,936	5,059	5,183	Monthly
			24.60	25.22	25.83	26.48	27.12	27.80	28.48	29.19	29.90	Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,778	4,894	5,017	5,139	5,268	5,396	5,531	5,666	Monthly
			26.89	27.57	28.23	28.94	29.65	30.39	31.13	31.91	32.69	Hourly
5285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,377	5,512	5,646	5,787	5,928	6,076	6,224	6,380	6,536	Monthly
			31.02	31.80	32.57	33.39	34.20	35.05	35.91	36.81	37.71	Hourly

5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,440	4,551	4,662	4,779	4,895	5,018	5,140	5,268	5,397	Monthly
			25.62	26.26	26.90	27.57	28.24	28.95	29.65	30.39	31.13	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,883	5,005	5,127	5,255	5,383	5,518	5,652	5,792	5,934	Monthly
			28.17	28.88	29.58	30.32	31.06	31.83	32.61	33.42	34.24	Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	5,965	6,110	6,263	6,415	6,576	6,736	6,903	7,072	Monthly
			33.57	34.41	35.25	36.13	37.01	37.94	38.86	39.83	40.80	Hourly
5050	CUSTODIAN I	PEU, Local 1	3,524	3,612	3,700	3,793	3,885	3,982	4,079	4,181	4,284	Monthly
			20.33	20.84	21.35	21.88	22.41	22.97	23.53	24.12	24.71	Hourly
5082	CUSTODIAN II	PEU, Local 1	3,876	3,973	4,070	4,172	4,274	4,381	4,488	4,600	4,712	Monthly
			22.36	22.92	23.48	24.07	24.66	25.28	25.89	26.54	27.19	Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,593	3,680	3,772	3,864	3,961	4,057	4,158	4,261	Monthly
			20.22	20.73	21.23	21.76	22.29	22.85	23.41	23.99	24.58	Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,224	4,330	4,435	4,546	4,657	4,774	4,890	5,012	5,134	Monthly
			24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
			33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,573	6,733	6,902	7,070	7,247	7,423	7,608	7,793	Monthly
			36.99	37.92	38.84	39.82	40.79	41.81	42.83	43.89	44.96	Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,112	5,236	5,367	5,498	5,636	5,773	5,916	6,062	Monthly
			28.77	29.49	30.21	30.96	31.72	32.52	33.31	34.13	34.97	Hourly
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,365	6,520	6,683	6,846	7,017	7,188	7,368	7,547	Monthly
			35.83	36.72	37.62	38.56	39.50	40.48	41.47	42.51	43.54	Hourly
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,579	3,666	3,758	3,849	3,945	4,041	4,142	4,243	Monthly
			20.14	20.65	21.15	21.68	22.21	22.76	23.31	23.90	24.48	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,584	5,720	5,863	6,006	6,156	6,306	6,464	6,622	Monthly
			31.43	32.22	33.00	33.83	34.65	35.52	36.38	37.29	38.20	Hourly

5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994	6,144	6,294	6,452	6,609	6,774	6,939	7,111	7,286	Monthly
			34.58	35.45	36.31	37.22	38.13	39.08	40.03	41.03	42.03	Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
			33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,705	3,795	3,890	3,985	4,085	4,184	4,290	4,393	Monthly
			20.85	21.38	21.89	22.44	22.99	23.57	24.14	24.75	25.35	Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,075	4,174	4,279	4,383	4,493	4,602	4,717	4,833	Monthly
			22.93	23.51	24.08	24.69	25.29	25.92	26.55	27.21	27.88	Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,706	5,845	5,991	6,137	6,291	6,444	6,606	6,768	Monthly
			32.12	32.92	33.72	34.56	35.41	36.29	37.18	38.11	39.04	Hourly
5581	LABORATORY ANALYST II	PEU, Local 1	6,124	6,277	6,430	6,591	6,751	6,920	7,089	7,266	7,444	Monthly
			35.33	36.21	37.10	38.03	38.95	39.92	40.90	41.92	42.95	Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	4,841	4,962	5,083	5,210	5,337	5,471	5,604	5,745	5,885	Monthly
			27.93	28.63	29.33	30.06	30.79	31.56	32.33	33.14	33.95	Hourly
5220	MECHANIC	PEU, Local 1	4,750	4,869	4,988	5,113	5,237	5,368	5,499	5,637	5,774	Monthly
			27.40	28.09	28.78	29.50	30.21	30.97	31.73	32.52	33.31	Hourly
5225	MECHANIC-LEAD	PEU, Local 1	5,226	5,357	5,487	5,624	5,761	5,905	6,049	6,199	6,351	Monthly
			30.15	30.91	31.66	32.45	33.24	34.07	34.90	35.76	36.64	Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,601	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.31	33.10	Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	5,742	5,886	6,029	6,180	6,330	6,489	6,647	6,813	6,979	Monthly
			33.13	33.96	34.78	35.65	36.52	37.44	38.35	39.31	40.26	Hourly
5255	PLANS EXAMINER I	PEU, Local 1	5,801	5,946	6,091	6,244	6,396	6,556	6,716	6,884	7,052	Monthly
			33.47	34.30	35.14	36.02	36.90	37.82	38.75	39.72	40.68	Hourly
5256	PLANS EXAMINER II	PEU, Local 1	6,381	6,541	6,700	6,868	7,035	7,211	7,387	7,572	7,757	Monthly
			36.81	37.74	38.65	39.62	40.59	41.60	42.62	43.68	44.75	Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656	5,798	5,939	6,088	6,236	6,392	6,548	6,712	6,876	Monthly
			32.63	33.45	34.26	35.12	35.98	36.88	37.78	38.72	39.67	Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,222	6,378	6,533	6,697	6,860	7,032	7,203	7,383	7,563	Monthly
			35.90	36.80	37.69	38.64	39.58	40.57	41.56	42.59	43.63	Hourly

5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,601	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.31	33.10	Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,387	4,494	4,607	4,719	4,837	4,955	5,078	5,202	Monthly
			24.69	25.31	25.93	26.58	27.23	27.91	28.59	29.30	30.01	Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,748	6,912	7,085	7,258	7,440	7,621	7,811	8,002	Monthly
			37.98	38.93	39.88	40.88	41.87	42.92	43.97	45.06	46.16	Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,378	4,485	4,597	4,709	4,827	4,944	5,068	5,191	Monthly
			24.64	25.26	25.88	26.52	27.17	27.85	28.52	29.24	29.95	Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,253	5,381	5,516	5,650	5,791	5,932	6,079	6,229	Monthly
			29.57	30.31	31.04	31.82	32.60	33.41	34.22	35.07	35.94	Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,820	6,991	7,161	7,340	7,519	7,707	7,895	8,092	8,288	Monthly
			39.35	40.33	41.31	42.35	43.38	44.46	45.55	46.68	47.82	Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,271	5,399	5,534	5,669	5,811	5,952	6,101	6,249	Monthly
			29.67	30.41	31.15	31.93	32.71	33.53	34.34	35.20	36.05	Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,655	5,797	5,938	6,087	6,235	6,391	6,547	6,710	6,874	Monthly
			32.63	33.44	34.26	35.12	35.97	36.87	37.77	38.71	39.66	Hourly
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,504	6,667	6,829	7,000	7,170	7,350	7,529	7,717	7,905	Monthly
			37.52	38.46	39.40	40.38	41.37	42.40	43.44	44.52	45.60	Hourly

5131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	5,634	5,775	5,916	6,064	6,212	6,368	6,523	6,686	6,850	Monthly
			32.50	33.32	34.13	34.98	35.84	36.74	37.63	38.57	39.52	Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,819	6,990	7,160	7,339	7,518	7,706	7,894	8,091	8,288	Monthly
			39.34	40.33	41.31	42.34	43.37	44.46	45.54	46.68	47.82	Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 13.1 - Bilingual Pay

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.5% of the base rate of pay.

MOU Article 17 - Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Workers who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

MOU Article 18 - Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m.

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: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: 5th Street Bridge - Marysville Property Transfer
Recommendation: Adopt a Resolution authorizing the Public Works Director to execute all documents necessary to transfer certain real property identified as Yuba County Assessor Parcel Nos. 010-156-005 & 010-156-006 (426 J St. & 1000 5th St., Marysville, CA) from the City of Yuba City to the City of Marysville
Fiscal Impact: Minimal staff time

Purpose:

To complete the planned transfer of property that the City of Yuba City acquired as lead agency for the 5th Street Bridge Replacement Project to the City of Marysville now that the bridge project is being closed out by Caltrans.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of fiscal responsibility as the subject property cannot be developed to its full potential until transfer to the City of Marysville is complete.

Background:

On June 21, 2016, the Cities of Marysville and Yuba City entered into a Cooperative Agreement (Attachment 1, Exhibit A) authorizing Yuba City to be the Lead Agency for the 5th Street Bridge Replacement Project within Marysville City Limits. Section 3 of the terms of this agreement authorized Yuba City to exercise its powers of eminent domain to acquire property located within the City of Marysville as necessary to complete the project. Section 4 of the terms of the agreement required that title to such property be in Yuba City's name until such time that both Cities agree that it is appropriate for Yuba City to quitclaim such property to Marysville.

On September 6, 2016, Yuba City conducted a Public Hearing and adopted Resolution No. 16-057 determining that the public interest and necessity required the acquisition and condemnation of certain real property located at 426 J Street and 1000 5th Street, Marysville, California (Yuba County APN 010-156-005 and 010-156-006, respectively) for the purposes of the project. The final order of condemnation was filed by Yuba County Superior Court on December 12, 2017 with the property officially vesting in the City of Yuba City on December 22, 2017 (Document 2017-016796) (Attachment

1, Exhibit B). A detailed image of the properties is provided in Attachment 1, Exhibit C.

Analysis:

The 5th Street Bridge Replacement Project is complete and in the process of being closed out by Caltrans. The City of Marysville has requested via electronic mail that the subject property be transferred from Yuba City to Marysville.

The transfer of this property between agencies is exempt from current requirements of the Surplus Land Act in accordance with Government Code Section 54234.a(1). Marysville will be responsible for following the current requirements of the Surplus Land Act in the event it seeks to dispose of the property in the future.

Marysville staff will be responsible for performing all tasks necessary to complete the transfer of the subject property outside of Yuba City signature responsibilities.

Staff is requesting authorization for the Public Works Director to execute all documents necessary to facilitate this planned transfer of property.

Fiscal Impact:

There will be minimal staff time involved in executing the necessary documents. The property was acquired with Regional Surface Transportation Funds awarded to Yuba City by SACOG with no local match funds required due to Toll Credits. Staff recommends transferring the subject property to Marysville at essentially no cost. Marysville will be responsible for all costs related to the transfer of the subject property outside of Yuba City staff time.

Alternatives:

1. Do not approve the transfer of property and direct staff on next steps.
2. Provide the requested authorization to the City Manager or Mayor instead of the Public Works Director.

Recommendation:

Adopt a Resolution authorizing the Public Works Director to execute all documents necessary to transfer certain real property identified as Yuba County Assessor Parcel Nos. 010-156-005 & 010-156-006 (426 J St. & 1000 5th St., Marysville, CA) from the City of Yuba City to the City of Marysville.

Attachments:

1. Resolution - Marysville Property Transfer
2. Exhibit A - Cooperative Agreement
3. Exhibit B - Recorded Final Order of Condemnation
4. Exhibit C - Detailed Site Maps

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS
NECESSARY TO TRANSFER CERTAIN REAL PROPERTY IDENTIFIED AS YUBA COUNTY
ASSESSOR PARCEL NOS. 010-156-005 AND 010-156-006 (426 J STREET AND 1000 5TH
STREET, MARYSVILLE, CA) FROM YUBA CITY TO MARYSVILLE**

WHEREAS, On June 21, 2016, the Cities of Marysville and Yuba City entered into a Cooperative Agreement (Exhibit A) authorizing Yuba City to be the Lead Agency for the 5th Street Bridge Replacement Project (Project) within Marysville City Limits; and

WHEREAS, Section 3 of the terms of the Cooperative Agreement authorized Yuba City to exercise its powers of eminent domain to acquire property located within the City of Marysville as necessary to complete the Project; and

WHEREAS, Section 4 of the terms of the Cooperative Agreement required that title to such property be in Yuba City's name until such time that both Cities agree that it is appropriate for Yuba City to quitclaim such property to Marysville; and

WHEREAS, on September 6, 2016, Yuba City conducted a Public Hearing and adopted Resolution No. 16-057 determining that the public interest and necessity required the acquisition and condemnation of certain real property located at 426 J Street and 1000 5th Street, Marysville, California (Yuba County APN 010-156-005 and 010-156-006, respectively) for the purposes of the Project; and

WHEREAS, the final order of condemnation for said real properties was filed by Yuba County Superior Court on December 12, 2017 with the property officially vesting in the City of Yuba City on December 22, 2017 (Document 2017-016796) (Exhibit B); and

WHEREAS, the Cities of Marysville and Yuba City now desire that Yuba City quitclaim said properties to Marysville; and

WHEREAS, Marysville will be responsible for performing all tasks necessary to complete the transfer of said properties outside of Yuba City signature responsibilities; and

WHEREAS, since the property was acquired with Regional Surface Transportation Funds awarded to Yuba City by SACOG with no local match funds required due to Toll Credits, the transfer of said properties shall occur at essentially no cost; and

WHEREAS, Marysville will be responsible for all costs related to the transfer of said properties outside of Yuba City staff time.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council hereby authorizes the Public Works Director to execute all documents necessary to transfer certain real property identified as Yuba County Assessor Parcel Nos.

010-156-005 & 010-156-006 (426 J St. & 1000 5th St., Marysville, CA) from the City of Yuba City to the City of Marysville.

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 6th day of February, 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Cooperative Agreement
Exhibit "B" – Recorded Final Order of Condemnation
Exhibit "C" – Detailed Site Maps

EXHIBIT “A”

COOPERATIVE AGREEMENT BY AND BETWEEN
CITY OF MARYSVILLE AND CITY OF YUBA CITY FOR
DESIGN AND CONSTRUCTION OF THE
5TH STREET BRIDGE REPLACEMENT PROJECT

THIS AGREEMENT is made and entered into this 21st day of June, 2016 (“Effective Date”), by and between the CITY OF MARYSVILLE, a Municipal Corporation, located in the County of Yuba, State of California (“Marysville”), and the CITY OF YUBA CITY, a Municipal Corporation located in the County of Sutter, State of California (“Yuba City”). In this Agreement, Marysville and Yuba City may each be individually referred to as a “Party” or collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the Parties have previously entered into a “Joint Resolution” between Marysville (Resolution No. 90-13), Yuba City (Resolution No. 90-035), the County of Yuba (Resolution No. 1990-47), and the County of Sutter (Resolution No. 90-39) in 1990 agreeing to an apportionment of maintenance responsibilities for the 5th Street Bridge, which spans the Feather River between Sutter and Yuba Counties and connects Bridge Street in Yuba City and Fifth Street in Marysville; and

WHEREAS, Yuba City is the lead agency for the design and construction of the 5th Street Bridge Replacement Project (“Project”), as depicted on Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, the Project involves both Marysville and Yuba City because common city boundary lines exists through the intersection of the Project; and

WHEREAS, a portion of the overall Project includes improvements located within the city limits of Marysville (“Improvements”); and

WHEREAS, Marysville and Yuba City wish to jointly exercise powers related to constructing the Improvements and for Marysville to consent to Yuba City acting as the lead agency in the acquisition of property in connection with the Project and/or Improvements; and

WHEREAS, Marysville and Yuba City wish to define their responsibilities concerning the Project, in general, and the Improvements, in particular.

TERMS

NOW, THEREFORE, Marysville and Yuba City, in consideration of the mutual promises and consideration contained in this Agreement, agree as follows:

1. The above Recitals are true and correct, and are incorporated fully herein by this reference.
2. Yuba City shall act as lead agency for all phases of the Project, including design, design administration, materials testing, site construction surveys, right of way acquisition, utility relocation, inspection, construction engineering, construction management, and construction of the entire Project.
3. Both Parties acknowledge and agree that each Party has the broad power of eminent domain over any property within its jurisdiction necessary, incidental, or convenient to the exercise of its powers pursuant to relevant provisions of California law and/or California Government Code section 37350.5. Both Parties also acknowledge and agree that each Party has the specific power to improve, widen, and connect streets pursuant to California Government Code section 40401, as well as the power to jointly acquire, construct, and maintain any bridge pursuant to California Streets & Highways Code section 1394. The Parties further acknowledge and agree that each Party may use the power of eminent domain for accomplishing such actions pursuant to California Government Code section 40404. Both Parties further acknowledge and agree that the power of eminent domain also extends, in certain situations, to extraterritorial properties existing outside of a Party's immediate jurisdiction and that one Party may consent to the other Party's exercise of the power of eminent domain within the other Party's jurisdiction pursuant to California Code of Civil Procedure section 1240.050 and/or an agreement for a joint exercise of powers pursuant to California Code of Civil Procedure section 1240.140. Because the Improvements and other portions of the Project are located within Marysville's jurisdiction, but the Parties have agreed that Yuba City will be the lead agency for the Project and/or the Improvements, Marysville hereby consents

to Yuba City's exercise of the power of eminent domain and agrees to the joint exercise of such condemnation powers through Yuba City as may be required to complete the Project and/or the Improvements or to obtain the property necessary for the Project and/or the Improvements pursuant to the provisions of California law above. Yuba City shall be responsible for ensuring its compliance with all applicable state and federal laws relating to its acquisition of any such property on behalf of Marysville, as applicable, including, but not limited to: (i) California Constitution Article I, § 19; (ii) the California Eminent Domain Law (Code Civ. Proc., §§ 1230.010 et seq.); (iii) the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (42 U.S.C. § 4601 et seq.); (iv) California relocation laws and any implementing regulations (including, but not limited to, Gov. Code, §§ 7260 et seq.); (v) general California eminent domain statutes (including, but not limited to, Gov. Code, § 37350.5 and §§ 40401 et seq.); and (vi) any other applicable state and federal laws.

4. The Parties agree that, per recommendation of California Department of Transportation District 3 Local Assistance staff, title to any properties acquired within Marysville's jurisdiction shall be in Yuba City's name until such time that both Parties agree in writing that it is appropriate for Yuba City to quitclaim said properties to Marysville.

5. Marysville shall review and approve the final design plans and specifications for the Improvements prior to bid advertisement by Yuba City. Marysville acknowledges that time is of the essence for the Project and agrees to complete its review of the final design plans and specifications in a reasonably timely period.

6. Yuba City shall review and approve the final design plans and specifications for the Project, hereinafter designated "Plans and Specifications," advertise the Project for bid, and award the construction contract for the Project in accordance with applicable law.

7. Yuba City shall notify Marysville of the official advertising dates, bid opening date, construction start date, and overall construction schedule. Yuba City shall

invite a representative from Marysville to attend pre-construction, Project status, and final walk through meetings.

8. Yuba City shall incorporate any Marysville encroachment permit requirements into the Plans and Specifications and provide Marysville with the opportunity to inspect the Improvements for general conformity with the approved plans and specifications.

9. Change orders for the Improvements must receive Marysville's written approval prior to execution. Yuba City shall notify Marysville of any potential change orders and shall furnish a copy of any proposed change order relating to the Improvements in a reasonably timely manner. Marysville shall review and respond to the proposed change order(s) in a reasonably timely manner.

10. Yuba City shall record a Notice of Completion for the Project and/or the Improvements, and provide Marysville's City Clerk with a certified copy of the recorded Notice of Completion. Upon receipt of such Notice of Completion, Marysville shall accept full maintenance and upkeep responsibilities in accordance with the Joint Resolution.

11. Yuba City shall cause its contractor for the Project and/or Improvements to warranty the Improvements against defects in workmanship and materials for a minimum period of one (1) year from the date of acceptance of the Improvements by Yuba City. It is further agreed that Yuba City shall assume the responsibility for causing the Improvements to be restored to full compliance with the Plans and Specifications, including any test requirements, for any portion of the Improvements which during said one (1) year period are found by a competent authority not to conform with the Plans and Specification, to the extent such failure to conform results from negligent actions or willful misconduct of Yuba City or its contractor. This warranty is in addition to any and all other warranties, expressed or implied, from Yuba City contractors or material manufacturers with respect to the Improvements. The warranty and obligations under this section shall in no way be relieved by Marysville's inspection and/or approval of the Improvements. This section sets forth the entire agreement of Yuba City with respect to

warranties for the Improvements, but this section shall in no way limit any expressed or implied warranties of other persons with respect to the Improvements.

12. Yuba City shall be responsible for securing all Highway Bridge Program, High Priority Project, State Transportation Improvement Program, and Regional Surface Transportation Program funding available for the Project. The Parties agree that any local match funding required by these programs, or any other local share of funding not covered by State or federal funding sources, will be treated as Major Maintenance relative to the Joint Resolution and any cost liability to Marysville for the Project will be determined through future actions pursuant to the Joint Resolution.

13. Yuba City hereby agrees to defend, indemnify and hold Marysville and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of Yuba City, its directors, officials, officers, agents and employees in performance of this Agreement, including Yuba City's exercise of eminent domain and relocation obligations in the acquisition of any property necessary for the Project and/or Improvements as more particularly set forth in Section 3 of this Agreement, or the construction, use, maintenance, or operation of the Improvements.

14. Marysville hereby agrees to defend, indemnify and hold Yuba City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner arising out of or incident to any negligence or willful misconduct of Marysville, its directors, officials, officers, agents and employees in performance of this Agreement or the construction, use, maintenance, or operation of the Improvements.

15. Yuba City shall cause its contractors to obtain insurance coverage for the Improvements sufficiently broad to insure the matters set forth in this Agreement, and shall include Marysville and its directors, officials, officers, agents and employees as an

additional insured on all such insurance policies. As evidence of such insurance coverage, Yuba City shall, prior to commencement of construction of the Improvements, provide Marysville with certificates of insurance and insurance endorsements in forms and in amounts that are acceptable to Marysville.

16. This Agreement shall, unless terminated earlier by either Party pursuant to this section, automatically terminate upon the date that Yuba City provides Marysville with the recorded Notice of Completion. Either Party may terminate this Agreement, for cause, based on a material breach by the other Party, following written notice of such breach to the other Party and a reasonable opportunity for cure. In addition, either Party may terminate this Agreement, without cause, provided the terminating Party provides at least sixty (60) days advance written notice to the other Party and the non-terminating Party has not expended any funds in reliance on this Agreement.

17. This Agreement may be amended only by the signed mutual written consent of both Parties.

18. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

19. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

20. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

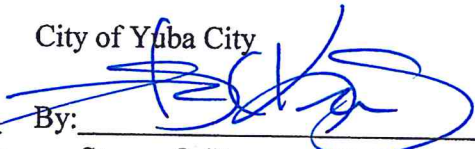
22. This Agreement is to be governed by the laws of the State of California. Venue for any actions brought pursuant to this Agreement shall be in Sutter County.

IN WITNESS WHEREOF, the Parties have executed this Cooperative Agreement as of the Effective Date specified above.

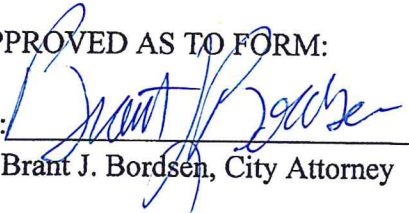
City of Marysville

By: 
Walter K. Munchheimer, City Manager

City of Yuba City

By: 
Steven C. Kroeger, City Manager

APPROVED AS TO FORM:

By: 
Brant J. Bordsen, City Attorney

APPROVED AS TO FORM:

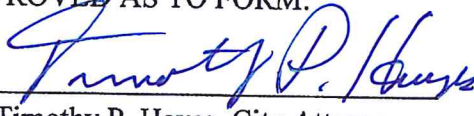
By: 
Timothy P. Hayes, City Attorney

EXHIBIT A
5TH STREET BRIDGE REPLACEMENT PROJECT

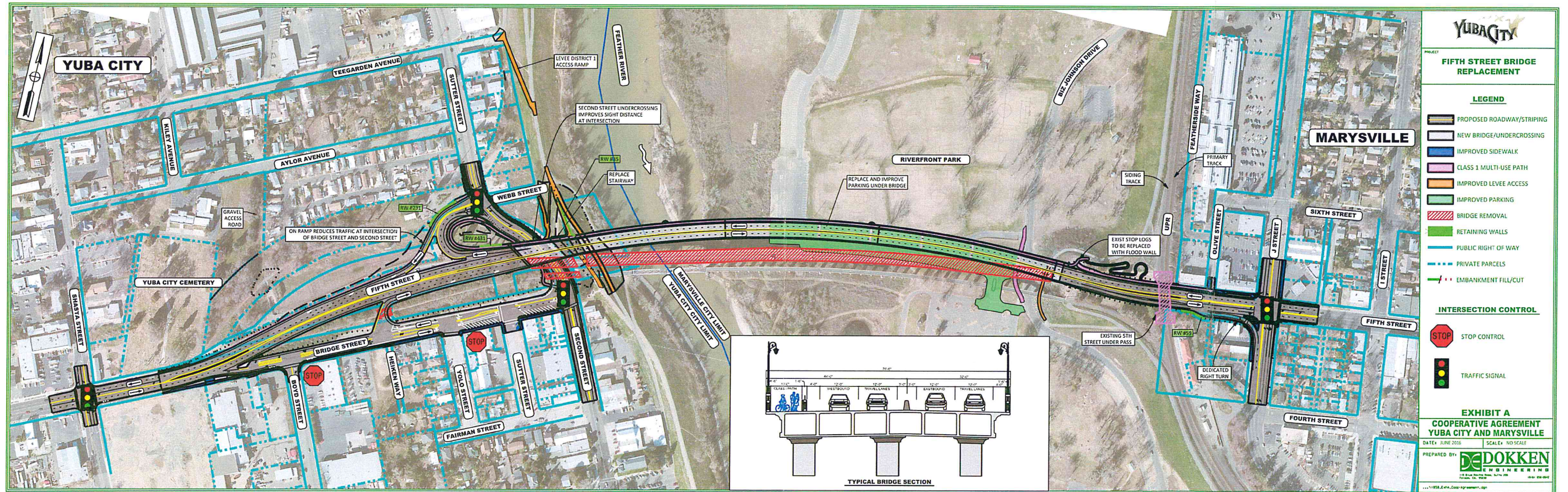


EXHIBIT “B”

RECORDING REQUESTED BY:

Kimberly E. Hood

WHEN RECORDED MAIL TO:

Kimberly E. Hood

Best Best & Krieger LLP

500 Capitol Mall, Suite 1700

Sacramento, CA 95814

2017-016796

12/22/2017 10:58 AM

*****Conformed Copy*****

The paper to which this label is affixed
has not been compared with the original
filed/recorded document

Terry A. Hansen
County Of Yuba State of CA
County Clerk and Recorder

SPACE DIRECTLY ABOVE RESERVED FOR RECORDER'S USE

FINAL ORDER OF CONDEMNATION

1 KIMBERLY E. HOOD, Bar No. 229195
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6 TIMOTHY P. HAYES, Bar No. 66154
City Attorney
7 MARTINEZ HAYES & HILL LLP
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Telephone: (530) 674-9999
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10 Attorneys for Plaintiff
CITY OF YUBA CITY
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF YUBA
14

15 CITY OF YUBA CITY, a municipal
corporation,

16 Plaintiff,
17

18 v.
19

20 BRENDA L. GISI, Successor Trustee of
the LYLE D. GISI TRUST dated July 15,
2004; REX ALLEN PHARIS, Successor
21 Trustee of the ROY EUGENE PHARIS
LIVING TRUST; CALIFORNIA CHECK
22 CASHING STORES, INC.; DOES 1
through 100, inclusive; and ALL
23 PERSONS UNKNOWN CLAIMING AN
INTEREST IN THE PROPERTY,

24 Defendants.
25
26
27
28

Exempt from Filing Fees Per
Government Code § 6103

DEC 12 2017

FILED
YUBA COUNTY SUPERIOR COURT
BONNIE SLOAN
SUPERIOR COURT CLERK
BY T. Bybee COURT CLERK

Case No. YCSCCVED 16-001336

FINAL ORDER OF CONDEMNATION

APN: 010-156-005 AND 010-156-006

Complaint Filed: November 7, 2016

FINAL ORDER OF CONDEMNATION

Judgment having been entered in the above-entitled action, and it appearing to the satisfaction of the Court that Plaintiff City of Yuba City ("City"), pursuant to said Judgment,

(a) is the lead agency for the design and construction of the 5th Street Bridge Replacement Project and is vested with the authority to acquire that certain real property located at 426 J Street and 1000 5th Street in the City of Marysville, County of Yuba, California, identified as Yuba County Assessor Parcel Nos. 010-156-005 and 010-156-006 ("Property"), which is more particularly described and depicted in "**Exhibit A**," attached hereto and incorporated herein, for the Project by Government Code sections 37350.5, 40401 and 40404, Code of Civil Procedure sections 1240.050 and 1240.140, and Streets & Highways Code section 1394, as well as City of Marysville Resolution No. 2016-26 and the Cooperative Agreement by and between the City of Marysville and City of Yuba City for Design and Construction of the Project; and

(b) has paid to the record owners – Defendants BRENDA L. GISI, as Successor Trustee of the Lyle D. Gisi Trust dated July 15, 2004, and REX ALLEN PHARIS, Successor Trustee of the ROY EUGENE PHARIS LIVING TRUST – the total sum stipulated by these Defendants and awarded by the Court as just compensation and payment for all claims or demands against the City on account of the taking of Property,

And it further appearing to the Court that Defendant California Check Cashing Stores, Inc. executed a Disclaimer of Interest, waiving any right, title, or possession in the Subject Property described in the Complaint in Eminent Domain, and further disclaiming any right to share in the compensation awarded in this action,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Property is condemned to the City for the use and purposes set forth in CITY's Complaint in Eminent Domain and resolution of necessity, Resolution No. 16-057, including for the construction, installation and maintenance of the 5th Street Bridge Replacement Project and for such other uses as are permitted pursuant to Government Code sections 37350.5 and 40404 and Code of Civil Procedure sections 1240.050, 1240.110, 1240.120 and 1240.140. All interest of the Defendants in and to the Property is hereby terminated.

1 IT IS FURTHER HEREBY ORDERED, ADJUDGED, and DECREED that title to the
2 Property, which is being acquired in fee, shall vest in the City on the date that a certified copy of
3 this Final Order of Condemnation is recorded in the Office of the Recorder of Yuba County,
4 California. All liens, charges, conditions, and restrictions on the Subject Property being acquired
5 in fee are extinguished, including without limitation all real property taxes, assessments, penalties
6 and costs from and after April 3, 2017, the date on which the City was entitled to take possession
7 of the Property.

8
9
10 Dated: 12/12, 2017

STEPHEN W. BERRIER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A

The land referred to is situated in the County of Yuba, City of Marysville, State of California, and is described as follows:

Lot 5 and 6 in Block 2, Range "K", as shown upon the Official Map of the City of Marysville, approved March 22, 1856, and now on file in the Office of the County Recorder of the County of Yuba, State of California.

APN: 010-156-005-000 and 010-156-006-000



The foregoing instrument is a correct copy of the original on file or of record in this office.

ATTEST:

DEC 12 2017

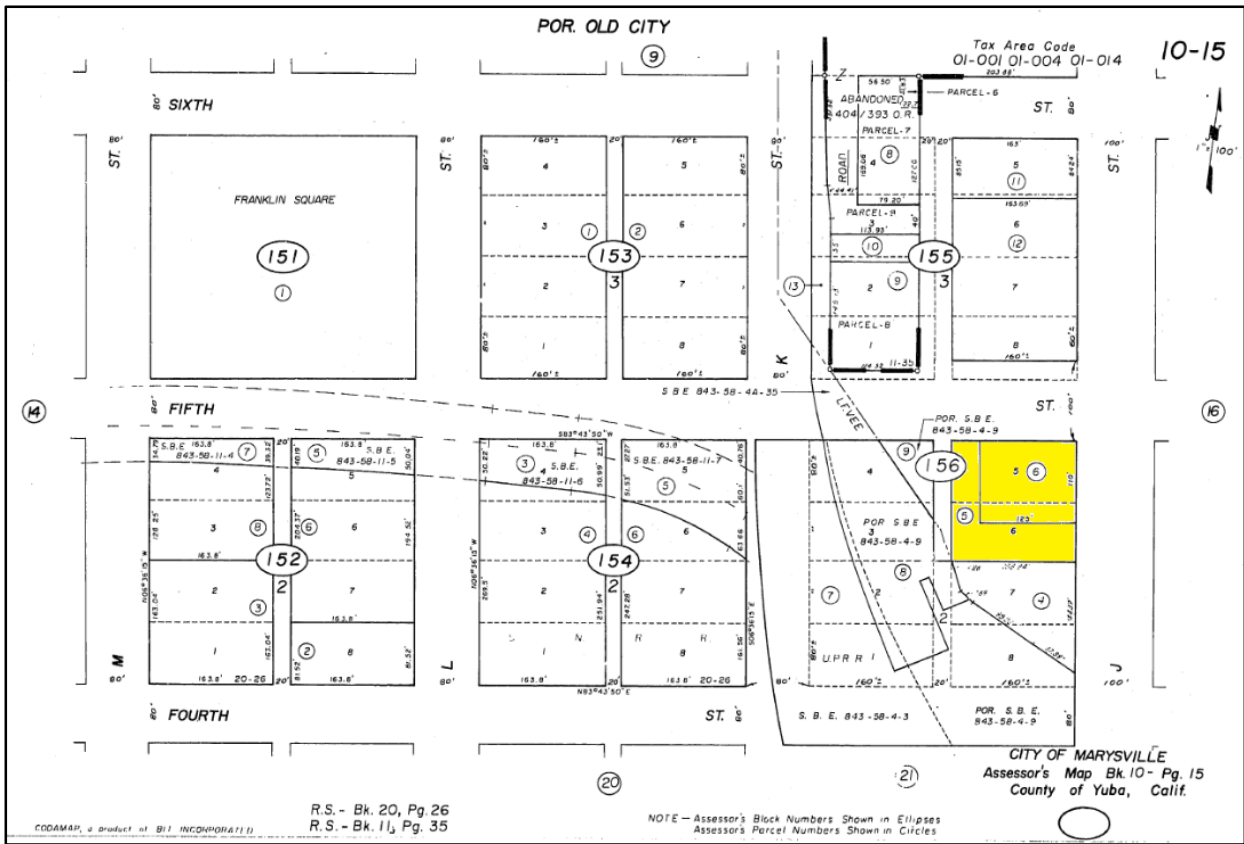
BONNIE SLOAN, Clerk of the Superior Court of the State of California in and for the County of Yuba.

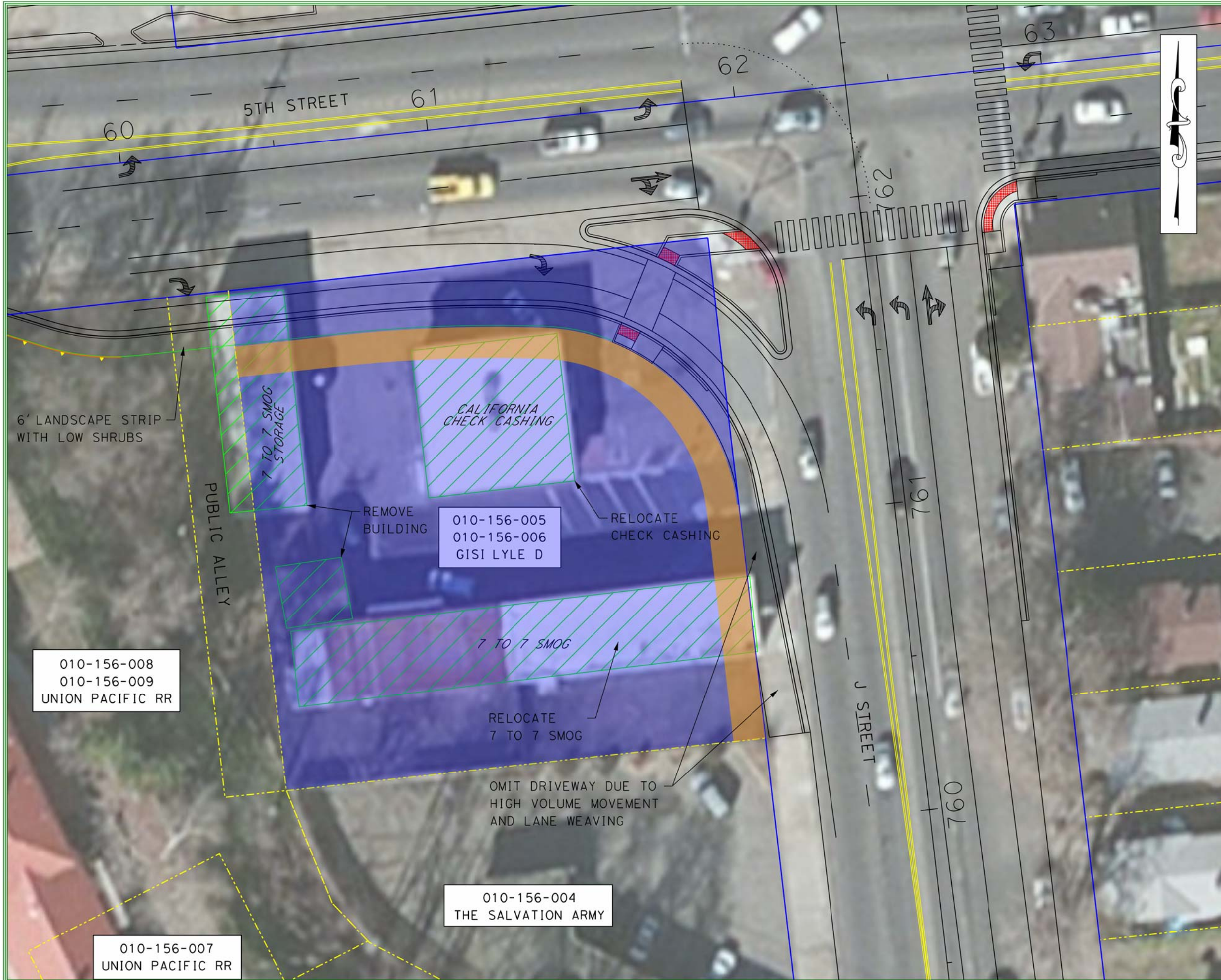
T. Byrlee

Court Clerk

EXHIBIT “C”

ASSESSOR'S PARCEL MAP





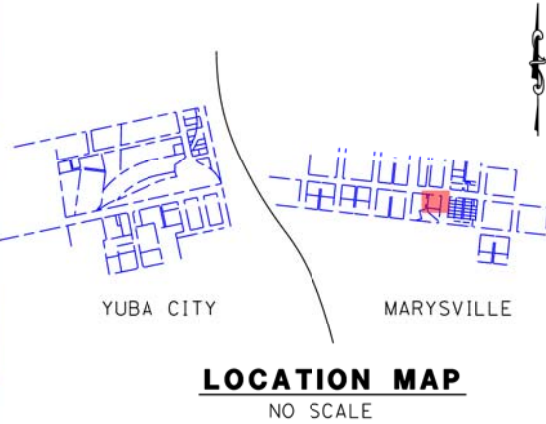
**CITY OF YUBA CITY
RIGHT OF WAY EXHIBITS
APN 010-156-005, 010-156-006**

PROJECT
**5TH STREET BRIDGE REPLACEMENT
PROJECT**

- LEGEND**
- PARCEL BOUNDARY
 - FEE TAKE
 - PUBLIC UTILITY EASEMENT (PUE)
 - TEMPORARY CONST. EASEMENT (TCE)
 - RELOCATE FACILITY

PARCEL AREA: ACRES (SQFT)

TOTAL:	0.58 (25,470)
FEE:	0.58 (25,470)
PUE:	0.06 (2,648)
TCE:	-



SCALE: 1"=30'

DATE: JULY 2016

PREPARED BY:



CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Green Means Go Program – Harter Parkway Corridor Improvement Project
Recommendation: Adopt a Resolution approving the plans and specifications for the Harter Parkway Corridor Improvement Project and authorizing advertisement for bids on the project
Fiscal Impact: Engineer's Estimate: \$1,351,000.00

Purpose:

To facilitate and encourage the development of infill property located in the Harter Specific Plan area.

Council's Strategic Goal:

This project addresses multiple City Council Strategic Goals: maintaining the financial stability and sustainability of the City, enhancing the business-friendly environment for the City, and developing the City's infrastructure.

Background:

On March 5, 2019, Council adopted a Resolution supporting the Sacramento Area Council of Governments' (SACOG's) Green Means Go initiative. This initiative is a multi-year pilot program to lower gas emissions in the six-county Sacramento region, which includes Sutter County, by accelerating infill development, maximizing travel options, and encouraging electric charging infrastructure. The program is anticipated to bring additional State funding to our region.

On September 21, 2021, Council adopted a Resolution nominating two Green Zones for the program (the Redevelopment Zone and the Promotion Zone) based on substantial coordination between City and SACOG staff. The proposed Green Zones were established based on the Green Means Go program's concept of analyzing a jurisdiction's infill and undeveloped parcels, and then finding locations that have existing challenges and barriers for development.

On October 27, 2022, after pre-application consultation with SACOG staff, City staff submitted a Green Means Go grant application for the Harter Parkway Corridor Improvement Project with the

intention to encourage development of future multi-family housing at the southwest corner of Harter Parkway and Butte House Road (Attachment 2).

Analysis:

On March 16, 2023, SACOG notified staff that the City's application was approved. The grant agreement was executed by the City and SACOG on October 18, 2023. MHM, Inc., a local engineering design company, has completed the sewer improvement plans, specifications, and estimate. With Council approval of the plans and specifications, and authorization to bid, Staff anticipates the following schedule to complete the project:

Advertise for Bid:	February 2024
Award Contract:	April 2024
Start of Construction:	June 2024
Completion:	October 2024

Grant funds must be spent by June 30, 2026.

The plans and specifications for the project are on file in the Public Works Department at City Hall and at www.yubacity.net/publicworksplans for review.

Fiscal Impact:

The estimated total project cost is approximately \$1,351,000.00. Account No. 1331 (Harter Parkway Corridor Improvements) has approximately \$1,410,000 in funding available. Detailed fiscal impacts will be presented to Council at the time of award based on actual bid amounts.

SACOG staff have notified City staff that the Governor's draft budget, expected to be released in May, could potentially reduce or eliminate the City's Green Means Go grant funding. Staff will monitor the situation and coordinate with the development community accordingly. An award recommendation will not be made unless the grant funding is confirmed.

Alternatives:

1. Do not approve the plans and specifications for the Harter Parkway Corridor Improvement Project and do not authorize advertisement for bids on the project.
2. Direct staff to modify the proposed plans and/or specifications.

Recommendation:

Adopt a Resolution approving the plans and specifications for the Harter Parkway Corridor Improvement Project and authorizing advertisement for bids on the project.

Attachments:

1. Resolution - Green Means Go Program – Harter Parkway Corridor Improvement Project
2. Harter Parkway Corridor Improvement Project Location Map

Prepared By:
Kevin Bradford

Submitted By:
Diana Langley

Deputy Public Works Director – Engineering

City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE PLANS AND SPECIFICATIONS FOR THE HARTER PARKWAY CORRIDOR IMPROVEMENT PROJECT (24-01), AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT

WHEREAS, the Sacramento Area Council of Governments' (SACOG's) Green Means Go Program is a multi-year pilot program to lower gas emissions in the six-county Sacramento region, which includes Sutter County, by accelerating infill development, maximizing travel options, and encouraging electric charging infrastructure; and

WHEREAS, the City Council of the City of Yuba City has been supportive of the Green Means Go Program through Resolutions 19-011 and 21-139; and

WHEREAS, the City has been awarded a Green Means Go Program grant by SACOG in the Capital category for the Harter Parkway Corridor Improvement Project, which is expected to accelerate the infill development of multi-family housing; and

WHEREAS, the Public Works Department intends to solicit bids for construction of the Harter Parkway Corridor Improvement Project (24-01) (Project).

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

1. The above recitals are true and correct and incorporated herein by this reference.
2. The plans and specifications for the Project are approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the Project.

The foregoing joint 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 6th day of February, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

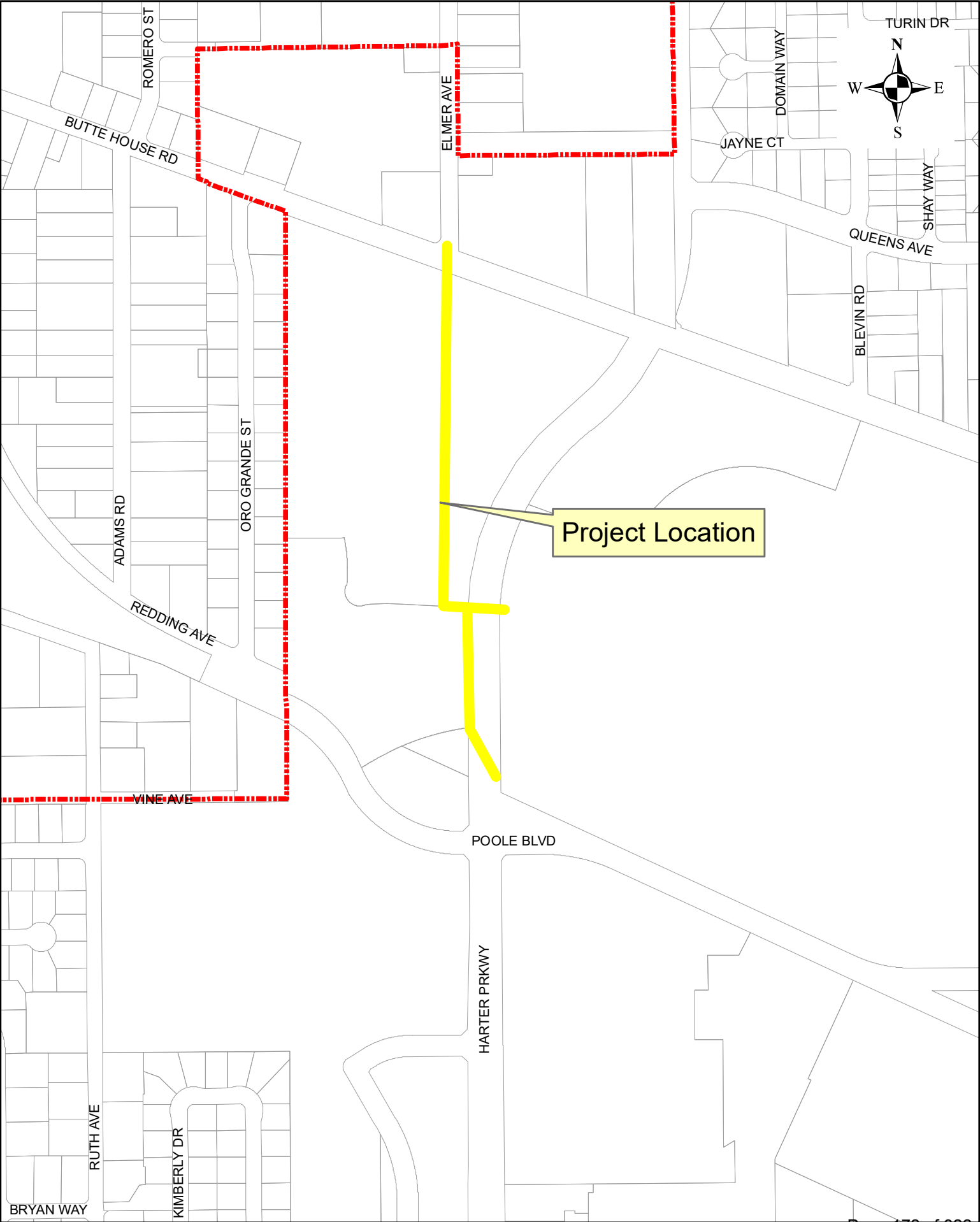
ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Yuba City Planning Commissioner appointment to Sutter County Planning Commission
Recommendation: Confirm the appointment of James Nore, Yuba City Planning Commissioner, to the Sutter County Planning Commission and forward the recommendation to the Sutter County Board of Supervisors
Fiscal Impact: None

Purpose:

To appoint a Planning Commissioner to the Sutter County Planning Commission in accordance with the Yuba City Municipal Code and Planning Commission By-Laws.

Council's Strategic Goal:

This item does not directly meet one of the Council's strategic goals but is necessary to comply with Municipal Code Section 8-1.02 and Sutter County Ordinance Code Chapter 72.

Background:

Both the Yuba City and Sutter County Codes require that a Planning Commissioner from each jurisdiction sit on each other's Planning Commission. Additionally, through the Election of Officers proceedings established in the Planning Commission Bylaws, the Mayor is to annually make a recommended appointment of an active Yuba City Planning Commissioner, to the Sutter County Planning Commission.

It is beneficial for the community when the City and County governmental bodies cooperate on various projects that impact both jurisdictions. Having a member of the Yuba City Planning Commission serving as a representative on the Sutter County Planning Commission and a member of the Sutter County Planning Commission serving on the Yuba City Planning Commission ensures that the interests, perspectives and priorities of each jurisdiction are voiced and considered, thus resulting in more informed decision-making. These projects may include regional environmental analysis, the expansion of infrastructure, the conversion of agricultural land to urban uses, and the distribution of natural resources.

After consideration, Mayor Harris selected Planning Commissioner James Nore this calendar year to serve as the representative on the Sutter County Planning Commission.

Although Commissioner Nore is a relatively new Planning Commissioner, he has demonstrated himself over the last year to be a valuable member of the Yuba City Planning Commission and will bring a well-rounded perspective to the Sutter County Planning Commission.

This appointment is required to be approved by the City Council and confirmed by the Sutter County Board of Supervisors.

Analysis:

Municipal Code Section 8-1.02 and Yuba City Planning Commission By-Laws require the Planning Commission's recommendation be transmitted to the City Council who, in turn, shall forward that recommendation to the Sutter County Board of Supervisors for consideration. Term limits for the appointment end February 28th of each year.

Fiscal Impact:

None.

Alternatives:

Do not approve the appointment and the Council should provide direction of how it desires to proceed.

Recommendation:

Confirm the appointment of James Nore, Yuba City Planning Commissioner, to the Sutter County Planning Commission and forward the recommendation to the Sutter County Board of Supervisors.

Attachments:

1. James Nore Planning Commissioner Application

Prepared By:

Doug Libby, AICP
Deputy Director of Development Services

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



CITY CLERK

JAN 09 2023

YUBA CITY

CITY OF YUBA CITY

APPLICATION FOR CITY
BOARDS AND COMMISSIONS

APPLICATION FOR APPOINTMENT TO:
PLANNING COMMISSION

Name: **James Nore** (Jimmy)

Address/Zip: [REDACTED]

Contact Phone: [REDACTED]

E-mail: [REDACTED]

Occupation/Employer: **Self-employed / Modern Plumbing**

Address: [REDACTED]

Resident of the City of Yuba City: YES ☒ NO ☐

If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member of the Commission?

YES ☒ NO ☐

Please Complete the Attached Supplemental Questionnaire

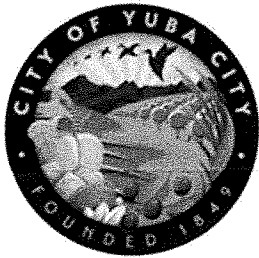
Note: **If appointed**, an FPPC Form 700 – Statement of Economic Interest must be filed by each member of the Planning Commission.

Return completed application to:

City Clerk's Office
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Or email: cityclerk@yubacity.net

****APPLICATION DEADLINE: JANUARY 9, 2023 at 5:00PM****



Boards & Commissions

SUPPLEMENTAL QUESTIONNAIRE

Thank you for your interest in serving our community. So that we can get to know you better, please complete the following supplemental questionnaire. This information will help us select the Board Members/Commissioners that will best represent our City and our residents.

Separate pages may be attached if additional space is needed. Only complete questionnaires will be considered.

1. Why do you wish to serve as a member of the Planning Commission?

I've been a Yuba City resident for approximately 12 years and would like to become more involved with the community. Members of the planning commission have a unique opportunity to be a part of a community's growth and direction. I plan on living in Yuba City for the next 30 years and would be honored in playing a role in its development.

2. What education, training, or background experience do you have that might be help to you for this position? (You may attach a brief resume if you wish.)

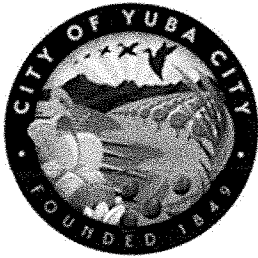
I have been a self-employed plumbing contractor for approximately 15 years (owner - Modern Plumbing) specializing in new construction and remodel. Prior to construction, I was a high-school English teacher and basketball coach. Although these two backgrounds might appear unrelated, they both rely on building: plumbing focuses on building systems that safely transport fluids/gasses; and, teaching/coaching focuses on building young people to become their best version.

3. Are you willing to participate in necessary training, education and development activities to improve your effectiveness on the board?

Yes, I would appreciate any/all opportunities that would help me become a more viable member of the commission.

4. Do you have any personal or professional interests having the potential to result in financial or material gain for yourself or your immediate family which would present an actual conflict of interest or the appearance of a conflict of interest with the duties of a commissioner or board member on a regular or frequent basis? If so, please describe:

No, I do not foresee any conflict based on personal gain in relation to city growth/planning.



Boards & Commissions

SUPPLEMENTAL QUESTIONNAIRE

5. Describe your involvement with the Yuba-Sutter Community including any community service.

I support, through donations of time and money, many community events and organizations: Rideout Foundation, Community Task Force (Summer/Winter Stroll intake), SayLove, Chamber of Commerce (member), Yuba County Office of Education (Academic Decathlon volunteer)

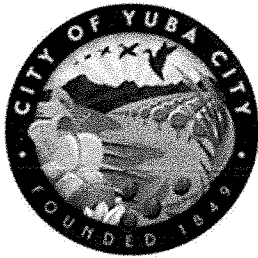
6. Can you attend meetings regularly, making them a priority for the duration of your appointment?

Yes, I can fulfill the responsibilities.

7. Is your schedule flexible to allow for occasional special meetings? If not, please explain.
Yes, being self-employed gives me a certain level of flexibility that would allow me to rearrange my schedule to accomodate special meetings.

8. Have you participated in local government as a committee member, commissioner, councilmember, or staff? What was your role and what did you learn from it?

I have not participated in local government.



Boards & Commissions

SUPPLEMENTAL QUESTIONNAIRE

9. Do you anticipate residing in Yuba City for the next four years, or would there be any reasonable possibility of relocating out of the area for business or personal reasons in the foreseeable future?

I plan on living in Yuba City for the next 30 years.

10. Approximately how many City Council, Planning Commission, or other City meetings have you attended in the last three years?

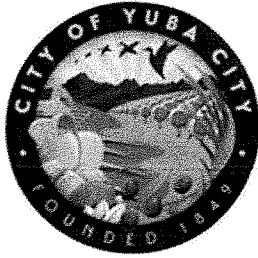
I have attended approximately 6 various meetings.

11. In your opinion, what is the purpose of the board or commission for which you are seeking appointment?

I believe the commission has a responsibility to follow the general plan one project at a time. Additionally, the commission has the responsibility of looking at location of projects, type of projects, balance of projects, and the impact of projects. The goal is to foresee the type of community Yuba City can be and the type of people Yuba City can attract based on the holistic version of itself it strives to be. The commission has a responsibility to work together without bias to hand a version of Yuba City to the next generation that is better than the one it inherited.

12. What do you perceive to be the primary "planning" issues facing the community now and over the next 5 years? Have you any ideas of how the community should approach solutions to these issues?

A couple of issues I perceive is what type of housing makes sense in what areas. Multi-family housing is in great demand; however, not all neighborhoods welcome this type of housing. The commission will have to make those tough decisions to ensure Yuba City has adequate housing while also creating balance in the community as far as where these projects are built. Additionally, consistency when approving or denying individual projects to maintain a sense of fairness and equity.



Boards & Commissions

SUPPLEMENTAL QUESTIONNAIRE

13. What do you feel are some of the factors which go into making residential neighborhood a "good place to live?" What are some of the negative factors?

A "good" neighborhood to live in will have easy access to good schools and parks, well-lit roads, proper signage to control speed, sidewalks and gutters to allow for safe walking and efficient drainage, and a nice balance of buildings and nature (green belt, parks, etc.). Factors that would be considered negative would be haphazard design, both aesthetic and infrastructure. Too much of one type of architecture that would create a loss of identity. Lack of traffic control in the form of signage, traffic lights, and/or speed bumps creates a chaotic and unsafe experience for neighborhoods that can become both unsafe and frustrating.

14. What factors contribute to a good commercial or industrial area? What are some of the negative factors?

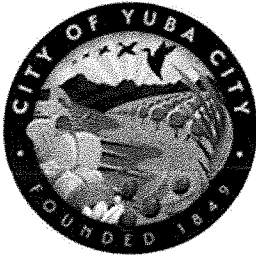
Balance, in all things, is usual healthy. Variety in shops and restaurants keeps residents' money in the community they live in. Additionally, variety brings out-of-town dollars to our community as well. The same holds true for industrial areas. Variety in the services that a community's industrial businesses offer will also keep money close to home. What's typically unique about industrial areas is that they are clumped together, usually an outcome driven by zoning. Negative factors would be a lack of access to variety in both commercial and industrial businesses.

15. What do you believe is the responsibility of a Planning Commissioner to the community? To the developer? To the City Council?

A responsibility to the community is to listen to what community members are asking for and to what degree. If a specific type of housing or business is a part of many conversations, then it probably deserves both attention and action. A responsibility to the developer is to ensure their project fits the general plan, is desired by the community, and to ensure they can succeed by helping them through bureaucracy and any other "road blocks" they sense so they can complete their project(s) on-time and on-budget. A responsibility to the council is to follow

16. Is there any additional information you would like to share about yourself or your qualifications for this position?

I would be honored to be a part of the planning commission and understand the commitment that comes with it. As a 4-year term, I would look forward to the relationships that can be developed and the strides that can be made in growing Yuba City in a healthy, positive, and attractive direction.



Boards & Commissions

SUPPLEMENTAL QUESTIONNAIRE

Additional information:

- If appointed, you may need to complete an FPPC Conflict of Interest Form 700
- You may also be subject to DOJ LiveScan (fingerprinting) and background check
- If appointed, the City will provide orientation and opportunities for training including any training required by State law.

Acknowledgement:

I declare under the penalty of perjury that I am a registered voter with a legal residence or domicile within the City of Yuba City. I also acknowledge and agree that the appointment to fill a vacancy on City Boards and Commissions is a public process. As a result, this application may be used or released to the public subject to redaction of personal information by the City as appropriate. Further, I understand that as a potential candidate I may be subject to subsequent public interviews or discussion by the City Council during City Council meetings which are open to the public. Finally, I confirm that, if appointed, I will be able to attend and be fully engaged in scheduled Board and Commission meetings.

Signature: _____

James Nore

Print Name: _____

JAMES NORE

Date: 1-9-2023

CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Newkom Ranch Development Agreement Amendment

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City adopting the Restated Newkom Ranch Development Agreement for the Newkom Ranch Portion of the Bogue-Stewart Master Plan; Assessor's Parcels 55-240-011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240-018, 55-240-005; and waive the first reading

Fiscal Impact: Staff time with this action. Existing budgeted monies are paying for the staff time to process this item.

Purpose:

Consideration of a Restated Newkom Ranch Development Agreement within the Bogue-Stewart Master Plan area.

Council's Strategic Goal:

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

Background:

The Bogue-Stewart Master Plan guides the orderly development of 741.5 acres located along the southern edge of Yuba City and provides for a mix of residential and commercial uses, parks and recreational sites, and public facilities. Work to finalize the BSMP began in 2015, where substantial acreage was annexed into the City limits in 2021.

On November 13, 2019, the Planning Commission unanimously recommended approval to the City Council of the BSMP and this included the following entitlement applications (General Plan Amendment 14-05, Specific Plan Amendment 16-05, Pre-annexation Zoning 14-04) together with an Environmental Impact Report (EIR). Additionally, the Planning Commission contingently approved the Newkom Ranch and Kells East Ranch subdivisions within the BSMP area and recommended approval of Development Agreements for each subdivision. The Newkom Ranch subdivisions included a large lot subdivision map (TSM 14-06) creating 12 lots ranging in size from 3.61 to 21.48 acres and a small-lot subdivision map (TSM 14-07) dividing nine large lots into 423 single-family residential lots. The Newkom Ranch

area is reflected in Attachment 2.

On December 17, 2019, and January 21, 2020, the City Council certified the Environmental Impact Report (SCH#2017012009) and approved the BSMP project (General Plan Amendment 14-05, Specific Plan Amendment 16-05, Pre-annexation Zoning 14-04) together with two Development Agreements associated with the Newkom Ranch and Kells East Ranch subdivisions.

A lead developer in the master plan area, Newkom Ranch LLC, has been coordinating to bring residential and commercial development to an approximate 161-acre area east of State Route (SR) 99, south of Bogue Road. The City approved Development Agreement 19-01 for the Newkom Ranch Subdivisions on January 21, 2020.

Based on the configuration of the BSMP and the location of existing infrastructure, the initial development phase, Newkom Ranch, will require construction improvements to Bogue Road from SR 99 to Railroad Avenue. A portion of these improvement costs along Bogue Road are City impact fee eligible. Concurrently, the City programmed American Rescue Plan Act of 2021 (ARPA) funds to aid the construction of the Bogue Road Sewer Extension project, included in this segment of Bogue Road, to help extend a critical segment of the proposed trunk line sewer main to the west, to also aid future development by providing capacity for the west and northern portions of the City.

Newkom Ranch LLC has contacted the City to request funding support for the City-fee eligible items associated with Bogue Road. As part of the funding request, the Developer has indicated they are willing to commit to the design and construction of infrastructure improvements associated with Phillips Road and BSMP storm drainage improvements in the amount of approximately \$14M, with specific timelines related to initiating adjacent development.

On October 17, 2023, the City Council unanimously authorized staff to initiate an amendment to the existing Newkom Ranch Development Agreement to establish terms that help move the construction of Bogue Road forward in partnership with Newkom Ranch for mutual benefit.

On January 24, 2024, the Planning Commission conducted a Public Hearing, accepted public testimony, considered the proposed Restated Newkom Ranch Development Agreement and adopted Resolution 2024-03 recommending approval of the amended agreement to the City Council by a 5-1 vote (1 member absent, excused).

Analysis:

Historically, the City has required developers to build as they go and enter reimbursement agreements for fee-eligible items. This historical process has had negative consequences at times, where roads are improved in an incremental fashion or development stalls because of the risk of unknown reimbursement timelines for the developer. In addition, the current condition of this portion of Bogue Road is in poor shape, and regardless of the status of the BSMP, maintenance work is necessary.

Staff recognizes that in addition to City maintenance needs, some of the infrastructure required for Bogue Road is for future capacity, aligned with the full build out of the City, thus a substantial portion of the costs are eligible for City reimbursement. Also, as mentioned previously, the current condition of Bogue Road needs maintenance work. If the Newkom Ranch developer is required to address the existing deficiencies as well as construct the buildout of the road, it will place the development in a negative financial position due to the cost of these improvements. The full buildout of this development will not recover enough impact fee dollars to offset the initial Bogue Road costs.

Staff analyzed funding and development impacts associated with the request. Through review, there are many potential benefits to the City and residents that may occur should the City consider modifying

the existing Development Agreement and help upfront the City's obligations associated with the infrastructure:

1. Construction of a consistent – fully built out / improved roadway segment
2. Avoiding conflicts and redundant costs associated with sewer line construction
3. Backbone infrastructure is put in place for commercial and residential properties within BSMP, as well as existing properties located north of Bogue Road
4. Revenue to the City through property and sales tax
5. Needed housing for the community
6. Needed commercial for the area (i.e. potential grocery store)

A Development Agreement provides the opportunity to establish specific terms and conditions associated with funding, developer obligations, and timelines. Through an amendment, staff anticipates clarifying costs and scope related to SR 99 improvements to access Bogue Road, future commercial sites, and also looking to streamline development processes for commercial Tentative Parcel Maps and Development Plan approval with the high level of review and design that has been provided in the BSMP.

Most of the proposed Development Agreement revisions occur in Sections 4 (Developer Obligations) and 5 (City Obligations) and pertain to the responsibility of each party to design and install various infrastructure improvements.

In proposed Sections 5.5 – 5.7, it is proposed the City will conduct ministerial (staff-level review and approvals) for Tentative Parcel Maps for commercial and office park designated areas, and Development Plans for Medium-High density residential uses, and commercial and office park designated areas.

This proposal aligns with current requirements for Development Plans within the Central City Specific Plan area. All Development Plans are approved ministerially (staff-level) that are consistent with the Master Plan and Zoning Code requirements.

Environmental Considerations:

An EIR was certified for the BSMP (SCH #2017012009) by the City Council on December 17, 2019. The Newkom Ranch area within the BSMP contained project-specific environmental analysis so no further environmental review is required for subsequent approvals that are proposed consistent with the certified EIR and there are no occurrences of any of the circumstances described in Public Resources Code (PRC) Section 21166.

The proposed amendments to the adopted Newkom Ranch Development Agreement do not propose physical changes to the environment that were not previously analyzed by the certified EIR. Development resulting from the provisions contained within the Development Agreement amendment will only occur within the Newkom Ranch portion of the BSMP, and development, including needed infrastructure, will be consistent with the existing adopted BSMP and adopted Zoning Code standards. All applicable mitigation measures adopted as part of the certified EIR will be implemented on development proposed. As a result, no additional environmental review is required for this Development Agreement amendment.

Fiscal Impact:

Staff time with this action. Existing budgeted monies are paying for the staff time to process this item. The request from Newkom Ranch, LLC is for the City to help front Bogue Road and SR-99 Improvements, where the City would contribute to building first and wait for development to occur with

reimbursement. The road costs are estimated at approximately \$9M, including maintenance needs. Sewer line improvements are estimated at a cost of \$3-4M. The City has previously programmed \$1.5M of Wastewater funds and \$2M of ARPA funds for the sewer extension work.

An alternative option to utilizing cash to fund the improvements is to finance the project through bonds. If Council is interested in this option, staff will work with municipal financial advisors to determine the options.

Through the process of establishing an amended Development Agreement, costs, funding options, (such as bonding), and timelines for development reimbursement to initiate will be further analyzed and provided to Council for future consideration.

Alternatives:

1. Deny the proposed Restated Newkom Ranch Development Agreement.
2. Provide alternative direction to staff.

Recommendations:

A. Conduct a Public Hearing; and after consideration;

B. Introduce an Uncodified Ordinance of the City Council of the City of Yuba City adopting the Restated Newkom Ranch Development Agreement for the Newkom Ranch Portion of the Bogue-Stewart Master Plan area; Assessor's Parcels 55-240-011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240-018, 55-240-005; and waive the first reading

Attachments:

1. City Council Uncodified Ordinance
2. BSMP Land Use Map
3. Map of Newkom Ranch Area

Prepared By:
Doug Libby, AICP
Deputy Director of Development Services

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING THE RESTATED DEVELOPMENT AGREEMENT FOR THE NEWKOM RANCH PORTION OF THE BOGUE STEWART MASTER PLAN AREA (ASSESSOR'S PARCELS 55-240-011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240-018, 55-240-005)

WHEREAS, the City Council of the City of Yuba City approved the Bogue-Stewart Master Plan (BSMP) and related entitlements for the Newkom Ranch portion of the plan area on December 17, 2019 and January 21, 2020 that included the following development applications:

- General Plan Amendment 14-05
- Specific Plan Amendment 16-05
- Rezoning 14-04
- Tentative Subdivision Maps 14-06 and 14-07
- Environmental Assessment 14-14 (Certification of the EIR, SCH #2017012009)

WHEREAS, approval of Tentative Subdivision Maps 14-06 and 14-07 included a Development Agreement by and between the City of Yuba City and Newkom Ranch LLC, that was recorded as Document Number 2020-0010615; and

WHEREAS, on October 17, 2023, the City Council of the City of Yuba City unanimously authorized City staff to initiate an amendment to the existing Newkom Ranch Development Agreement to establish terms to facilitate the installation of infrastructure needed to allow development to commence and to streamline approvals for the first phase of development; and

WHEREAS, an Environmental Impact Report (EIR) was previously certified for the BSMP (SCH #2017012009) by the City Council on December 17, 2019. The Newkom Ranch area within the BSMP contained project-specific environmental analysis so that no further environmental review is required for subsequent approvals that are proposed consistent with the certified EIR and there are no occurrences of any of the circumstances described in Public Resources Code (PRC) Section 21166. The proposed amendments to the adopted Development Agreement do not propose physical changes to the environment that were not previously analyzed by the certified EIR. Development resulting from the provisions contained within the area covered by the Restated Development Agreement will only occur within the Newkom Ranch portion of the BSMP, and development, including needed infrastructure, will be consistent with the existing adopted BSMP and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the certified EIR will be implemented on development proposed and no additional environmental review is required for this Development Agreement amendment.

WHEREAS, on January 24, 2024, the Planning Commission conducted a duly noticed public hearing on the proposed Development Agreement Amendment, 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, the Planning Commission adopted a Resolution recommending approval of the Restated Newkom Ranch Development Agreement to the City Council; 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 Restated Development Agreement to be held by the City Council on February 6, 2024. 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 Restated Newkom Ranch Development Agreement at a public hearing on February 6, 2024, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desires to approve a Restated Development Agreement between the City of Yuba City and Newkom Ranch LLC, Hust Brothers, Inc., and Cal Sierra LP, 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. CEQA Finding. The City Council finds and determines that an Environmental Impact Report (EIR) was certified for the BSMP (SCH #2017012009) by the City Council on December 17, 2019. The Newkom Ranch area within the BSMP contained project-specific environmental analysis so that no further environmental review is required for subsequent approvals that are proposed consistent with the certified EIR. There are no occurrences of any of the circumstances described in Public Resources Code (PRC) Section 21166 and CEQA Guidelines, section 15162 that would require subsequent environmental analysis. The proposed amendments to the adopted Newkom Ranch development agreement do not propose physical changes to the environment that were not previously analyzed by the certified EIR. Development resulting from the provisions contained within the Restated Development Agreement will only occur within the Newkom Ranch portion of the BSMP, and development, including needed infrastructure, will be consistent with the existing adopted BSMP and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the certified EIR will be implemented on development proposed and no additional environmental review is required for this Restated Development Agreement amendment.
3. Restated 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 amendment to the Development Agreement clarifies the obligations between the City and developer(s) to facilitate the installation of infrastructure needed to serve the development and allow development to commence.

To facilitate development approvals, the Development Agreement provides for ministerial staff-level approvals of tentative parcel maps for commercial and office park designated areas, ministerial review of development plans for commercial and office park designated areas and finally, ministerial review of development plans on lands designated for Medium-High density residential that are consistent with the BSMP and existing adopted City development standards.

b. The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.

Evidence: The amendment to the Newkom Ranch Development Agreement requires development consistent with the adopted BSMP and existing adopted City development standards. Amendments proposed are designed to facilitate the installation of infrastructure needed to serve the development and to streamline first-phase development approvals. Due to development occurring consistent with the existing adopted BSMP, the proposed Development Agreement is consistent with and furthers the goals and objectives of the Yuba City General Plan.

c. Water Supply Assessment.

Evidence: A Water Supply Assessment was adopted as part of the BSMP entitlement approvals. Development proposed by proposed amendment to the Newkom Ranch Development Agreement is consistent with the BSMP and the previous Water Supply Assessment prepared for the project.

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. Approval of the Restated Development Agreement. Based on the information provided above, the City Council of Yuba City adopts this ordinance approving the Restated Development Agreement between the City of Yuba City and Newkom Ranch LLC, Hust Brothers, Inc., and Cal Sierra LP, a copy of which is attached hereto as Exhibit A. The Restated Development Agreement shall supersede and replace the original Development Agreement in its entirety.

5. 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.
6. 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.
7. 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 6th day of February 2024 and passed and adopted at a regular meeting held on the ____ day of _____, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT "A"

**NEWKOM RANCH RESTATED
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]

RESTATED DEVELOPMENT AGREEMENT

by and between

NEWKOM RANCH LLC
A California Limited Liability Company

HUST BROTHERS, INC
A California Corporation

CAL SIERRA LIMITED, LP
A California Limited Partnership

and

CITY OF YUBA CITY
A General Law City

(Newkom Ranch Development Agreement)

RESTATED DEVELOPMENT AGREEMENT
by and between

NEWKOM RANCH LLC
A California Limited Liability Company

HUST BROTHERS, INC
A California Corporation

CAL SIERRA LIMITED, LP
A California Limited Partnership

and

CITY OF YUBA CITY,
A General Law City

(Restated Newkom Ranch Development Agreement)

THIS RESTATED DEVELOPMENT AGREEMENT dated _____, 2024 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement" or "Development Agreement"), is entered into by and between Newkom Ranch, LLC, a California limited liability company, Hust Brothers, Inc., a California corporation, and Cal Sierra Limited LP, a California limited partnership (hereinafter referred to as "Newkom Ranch Landowners," "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. Landowners. The Landowners are Newkom Ranch LLC, a California limited liability company organized under the laws of the State of California, Hust Brothers, Inc., a California corporation organized under the laws of the State of California, and Cal Sierra Limited LP, a California limited partnership organized under the laws of the State of California. Landowners are sometimes referred to as "Developer" herein.

D. Property. The subject of this Agreement is the development of that certain property commonly known as Newkom Ranch, consisting of approximately 161.17 acres located

in the County of Sutter, as described and depicted in Exhibit A, attached hereto and incorporated herein by reference (referred to as “the Property”). Landowners own 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. Bogue-Stewart Master Plan (“Master Plan” or “BSMP”). The Property is located within the area subject to the Bogue-Stewart Master Plan.

F. Project. The development of the Property is in accordance with the City’s General Plan, as amended, the Master Plan, and the Development Approvals shall be referred to herein as the “Project.”

G. The Environmental Impact Report. The City examined the environmental effects of this Agreement and the Development Approvals in the Environmental Impact Report (the “EIR”) (SCH No. 2017012009) prepared pursuant to the California Environmental Quality Act (“CEQA”). The City Council reviewed and certified the EIR as adequate and complete as part of the approval of the Development Approvals.

H. Purposes. The Landowner and City previously entered into a Development Agreement by and Between Newkom Ranch, LLC and the City of Yuba City, which was approved by those two parties and recorded with the County of Sutter on July 22, 2020, as document no. 2022-0010615 (“Original Development Agreement”). The parties now desire to enter into this Agreement, which encompasses the same property and shall supersede and replace the Original Development Agreement in its entirety. Further, it is the intent to add two additional parties to this Agreement consisting of Hust Brothers, Inc., and Cal Sierra Limited LP. Finally, the Developer has requested the City construct certain infrastructure improvements that will benefit both this and other properties, which will allow Developer to more quickly start construction, and which the Developer and third parties shall reimburse the City based on their pro-rata share as set forth in this Agreement.

The Parties also desire to enter into an updated agreement for the purpose of continuing to implement the plan for subdividing and development of Newkom Ranch as set forth herein and in the Master Plan, and Development Approvals and for mitigating the environmental impacts of such development as identified in the EIR. 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 Newkom Ranch pursuant to the proposed Tentative Subdivision Maps Nos. 14-06 (large lot), 14-07 (small lots), as may be subsequently refined as identified in the “Development Approvals,” below, 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 and consistent with the BSMP. 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 Associated with the Project. In addition to this Agreement, the following entitlements and future entitlement applications are associated with the Project, including:

- General Plan Amendment 14-05 (previously approved).
- Specific Plan Amendment 16-05 (previously approved).
- Rezoning 14-04 (previously approved).
- Tentative Subdivision Maps 14-06 and 14-07 (previously approved), pending Substantial Conformance Tentative Subdivision Maps (“TSM”) 14-07 and 23-004 (Newkom Ranch South) (approvals may occur after adoption of the Development Agreement).
- Pending Tentative Parcel Maps 23-004 (South Pointe Marketplace) and 23-004 (South Pointe Office Park) (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 14-14 (Certification of the EIR) (previously approved).

The entitlements are collectively referred to as “Development Approvals.”

J. Adequacy of CEQA Environmental Documentation. The Yuba City Council certified an Environmental Impact Report (“EIR”) for the Bogue-Stewart Master Plan (SCH #2017012009) on December 17, 2019, which also included a project level review of the Newkom Ranch Tentative Subdivision Maps (“TSM”) 14-06 (large lot), 14-07 (small lots). The proposed Substantial Conformance TSM 14-07, Newkom Ranch South TSM 23-004 (small lot), South Pointe Marketplace TPM 23-004, and South Pointe Office Park TPM 23-003 are included within the boundary of TSM 14-06 and 14-07. In January, 2014 Newkom Ranch LLC submitted an application to the City to develop a portion of the BSMP referred to as the Newkom Ranch Tentative Subdivision Maps. The original application included the Newkom Ranch properties, with some surrounding properties along Bogue Road. The original application request was for a large lot and small lot Tentative Map, General Plan Amendment, and Pre-annexation Zoning for those properties. An EIR and Technical Master Plan were then prepared for the expanded BSMP area, including the Project properties, which includes a project-level analysis of the Property.

Following consideration of the CEQA environmental documentation and after conducting a duly noticed public hearing, the City Council found that the provisions of this Agreement are consistent with and within the scope of the EIR and that adoption of this Agreement involves no new impacts not considered in the EIR. Specifically, the Development Agreement is consistent with, and does not result in any modification of the conclusions reached in, the environmental assessment of the EIR. Further, the EIR was recently certified. The City Council found that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the EIR that the project will have significant effect not discussed in the EIR. As such, the City Council determined this Agreement has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines Section 15162, and no further action or review is required under CEQA.

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 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 and Bogue-Stewart Master 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, the Master Plan 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, the Master Plan, 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. For the purposes of clarity, the Original Agreement is superseded and replaced by this Agreement in its entirety, and the Original Agreement shall be of no further force and effect.

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 BSMP, 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 City's Director of the Development Services Department.

1.2.5 Existing City Laws. The City Laws in effect as of the Effective Date of the Original Development 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 Exhibit A. 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 is deemed to commence at the effective date of the Original Development Agreement (February 21, 2020), and shall terminate twenty (20) years thereafter (February 21, 2040); provided, however, that the initial term shall be automatically extended for an additional five (5) year term if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty-five (25) years. If the Parties still have not completed their obligations pursuant to Section 4 by the end of the initial automatic extension period, either the City or the Landowner shall have the right to request up to two (2) additional five (5) year extensions [for a total of thirty-five (35) years] in order to complete any obligations under this Agreement. In order to consider the request for an extension timely, the extension must be requested by either the City or Landowner in writing delivered to the other party prior to the expiration date of the then current Term. 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 The City has adopted certain approvals in connection with the Property, including the adoption of the Master Plan, the tentative maps and the EIR Certification. To the extent the provisions of this Agreement conflicts with the General Plan and Bogue-Stewart Master Plan, those plans shall take precedence.

3.1.2 Development of the Property shall be governed by this Agreement, and the Development Approvals. Other than the Phase 1 Backbone Improvements outlined in Section 4.2, 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 of the Original

Development Agreement 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. For clarification, this section’s clarification of Project phasing and acknowledgment that development of the same may occur as the Landowner deems appropriate is independent from, and does not affect, Landowner’s separate obligations to install Phase 1 Backbone Improvements as described by this Agreement, including mandatory timelines for the same.

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 CalTrans) 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. The Landowner shall reimburse the City for all its expenses, including, but not limited to, legal fees and staff time incurred in entering into such agreements, in accordance with the terms and conditions of that certain Funding Agreement for Staff Costs and Consulting Contract entered into between the parties in 2016.

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 Park and Recreation Development Impact Fee to cover development of neighborhood parks per Section 4.2.5 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.

v. 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.

vi. The parties also acknowledge that the City is currently assessing a publicly administered fee program for the Bogue-Stewart Master Plan 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 For purposes of this Agreement, "area wide" shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the Master Plan. 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 lands non-developed portion of the Property.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project and as provided in this Agreement and the Development Approvals including the BSMP Public Facilities Financing Plan. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 4 at Developer's 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 and in the approved TSMs, in accordance with the BSMP and consistent with the City's infrastructure Master Plans. For public infrastructure improvements not identified as Phase 1 Backbone Improvements 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. For Phase 1 Backbone Improvements, Developer shall be required to post security as required by Section 4.2.6. The Developer may be entitled to fee credits as provided in Section 6.1. The improvements identified in the subsequent subsections are the "Phase 1 Backbone Improvements."

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Master Plan 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. The Developer agrees to construct the Phase 1 Backbone Improvements as follows:

i. **Phillips Road Improvements:** Developer agrees to design and construct the Phillips Road Improvements from Bogue Road to Newkom Ranch Drive including wet and dry utilities.

ii. **Design:** Developer agrees commence design and permitting of Phase 1 Backbone Improvements outlined in Section 4.2.1.i. within sixty (60) days of the approval of the Restated Development Agreement.

iii. **Improvement Plan Approval and Permitting:** Developer agrees to use all reasonable efforts to work diligently to obtain all required permits and approvals for the Phase 1 Backbone Improvements, outlined under Developer Obligation in Section 4.2.1.i., within twelve (12) months of the approval of the Restated Development Agreement.

iv. **Commencement of Construction:** Developer agrees to commence construction of Phase 1 Backbone Improvements within ninety (90) days of obtaining required permits and approval of Phase 1 Backbone Improvements plans, outlined under Developer Obligation in Section 4.2.1.i., unless the ninety (90) day window extends past October 1 in which case, construction would start no later than April 15 of the following year. The intent is not to force commencement of construction during the winter months. The Developer shall not be obligated to commence construction if the City is unable to commence construction for Phase 1 Backbone Infrastructure outlined in Section 5.

v. **Substantial Completion of Phase 1 Backbone Improvements:** Developer agrees to diligently work to complete construction of the Phase 1 Backbone Infrastructure Improvements, outlined under Developer Obligation in Section 4.2.1.i., within eighteen (18) months of commencing construction.

4.2.2 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 and the Gilsizer County Drainage District. Improvements shall be constructed for the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Master Plan, and as provided in the approved tentative maps or other discretionary City permits. The Developer agrees to construct the backbone infrastructure listed below as part of the first phase of development.

i. **Detention Pond Improvements:** Developer agrees to design and construct Detention Pond Improvements to handle the area within Newkom Ranch north of Newkom Ranch Drive. These will be Phase 1 Backbone Improvements. The Detention Pond will be modified and enlarged in future phases to handle the drainage area outlined in the BSMP Drainage Plan.

ii. **Storm Drain Trunk Line Improvements:** Developer agrees to design and construct storm drain trunk line improvement from Newkom Ranch Drive to Detention Pond.

iii. Detention Pond Outfall Improvements: Developer agrees to design and construct outfall from the Detention Pond to Gilsizer Slough. The work includes the State Route 99 bore and jack, and permitting. Developer shall obtain at its own cost any needed easements from third parties for improvements to connect the outfall from the Detention Pond to Gilsizer Slough, and ensure the irrevocable offer of dedication of the same to the City as part of the dedication of the Phase 1 Backbone Improvements to the City.

iv. Design: Developer agrees commence design and permitting of Phase 1 Backbone Improvements outlined in Section 4.2.2.i. through 4.2.2.iii. within sixty (60) days of the approval of the Restated Development Agreement.

v. Improvement Plan Approval and Permitting. Developer agrees to use all reasonable efforts to work diligently to obtain all required permits and approvals for the Phase 1 Backbone Improvements, outlined under Developer Obligation in Section 4.2.2.i. through 4.2.2.iii., within twelve (12) months of the approval of the Restated Development Agreement.

vi. Commencement of Construction. Developer agrees to commence construction of Phase 1 Backbone Improvements within ninety (90) days of obtaining required permits and approval of Phase 1 Backbone Improvements plans, outlined under Developer Obligation in Section 4.2.2.i. through 4.2.2.iii, unless the ninety (90) day window extends past October 1 in which case, construction would start no later than April 15 of the following year. The intent is not to force commencement of construction during the winter months. The Developer shall not be obligated to commence construction if the City is unable to commence construction for Phase 1 Backbone Infrastructure outlined in Section 5.

vii. Substantial Completion of Phase 1 Backbone Improvements: Developer agrees to diligently work to complete construction of the Phase 1 Backbone Improvements, outlined under Developer Obligation in Section 4.2.2.i. through 4.2.2.iii., within eighteen (18) months of City commencing Bogue Road construction improvements that are identified as City obligations.

4.2.3 Sewer. Developer shall construct onsite 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 matrix per the tentative map conditions of approval, Master Plan, and as provided in the approved tentative maps or other discretionary City permits.

4.2.4 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 matrix per the tentative map conditions of approval, Master Plan, and as provided in the approved tentative maps or other discretionary City permits.

4.2.5 Park and Open Space Improvements and Dedications. Developer shall irrevocably offer for dedication to the City all park land and open space within Newkom Ranch during each phase of development as provided for in the Master Plan,

and per the approved phased infrastructure improvement matrix, required per the tentative map conditions of approval, prior to the recordation of the final map for each small lot within the Newkom Ranch property, and as prescribed per the Master Plan.

Developer shall pay to City a supplement to the Park and Recreation Development Impact Fee to cover development of neighborhood parks in the amount of \$3,200 per single-family residential unit and \$2,300 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 3.4.7 of this Agreement. This fee is subject to inflation utilizing the Engineering News and Record Construction Index beginning February 21, 2020. This fee 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. Instead, the Project shall then be required to pay the comprehensive Park and Recreation Development Impact fee. 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.

Prior to the application of the 117th single family residential building permit in total, in either properties described as Large Lot Parcel 1 or Large Lot Parcel 2 of the Newkom Ranch Tentative Subdivision Map, the Developer shall construct and dedicate the Neighborhood Park designated as Parcel A, in total (1.0 gross acres +/- or 0.8 net acres+/-), as designated on the tentative subdivision map(s). The construction improvement scope of the park is to include the:

Grading of the park area to drain, at a minimum cross slope of 1% to a maximum of 2%, or as approved by the Public Works Department.

Installation of an acceptable grass throughout the designated area with an approved irrigation system tied to the City's water distribution system.

No further building permits for single-family residential buildings shall be issued after the 117th building permit until the park is complete.

4.2.6 Security. For public infrastructure improvements not identified as Phase 1 Backbone Improvements, 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. For Phase 1 Backbone Improvements, which are occurring on private property and will be subsequently dedicated to the City, Developer shall furnish to City the following improvement securities set forth below no less than 14 (fourteen) days prior to City Council award of construction for any City obligation improvements. Improvement security for Phase 1 Backbone Improvements shall be of the type as provided for in Government Code §66499, subject to review by the City Attorney and approval of the City Engineer, except that a letter of credit may not be used. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

i. **Performance Security.** The total amount shall equal 100% of the final total budgeted cost estimate, for developer obligations, less any work previously completed as, estimate set forth in Exhibit B, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount identified in Exhibit B and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash. In the alternative, Developer may provide a security interest in real property acceptable to the City Attorney and City Engineer, For the purposes of a security interest, the enacting ordinance for this Agreement, in conjunction the terms of this Agreement, is deemed to satisfy the prerequisites of Government Code §66499(a)(5). The Developer shall provide performance security for only item listed as Developer's obligation.

ii. **Payment Security.** The total amount shall equal 100% of the final total budgeted cost estimate, for developer obligations, less any work previously completed, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of as identified in Exhibit B and in the form of a bond naming the City of Yuba City as obligee, or in the form of a certificate of deposit made payable only to the City of Yuba City, or cash. In the alternative, Developer may provide a security interest in real property acceptable to the City Attorney and City Engineer. For the purposes of a security interest, the enacting ordinance for this Agreement, in conjunction the terms of this Agreement, is deemed to satisfy the prerequisites of Government Code §66499(a)(5). The Developer shall provide payment security for only item listed as their obligation.

4.2.7 Damage Prior to Final Acceptance of Dedication – Phase 1

Backbone Improvements. Any damage to the work or improvements occurring after installation of the Phase 1 Backbone Improvements shall be made good to the satisfaction of the City Engineer by Developer before any securities are released or the final acceptance of the completed work.

4.2.8 Dedication of Phase 1 Backbone Improvements. Concurrent with acceptance, Developer shall irrevocably offer for dedication all improvements and associated right of way to the City for the Phase 1 Backbone Improvements at no cost to the City. The Developer will be entitled so all fee credits for dedication of right of way in accordance with City fee programs.

4.2.9 Remedy of Defects – Phase 1 Backbone Improvements. Developer shall remedy any defective work, labor or materials related to the Phase 1 Backbone Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Phase 1 Backbone Improvements by City.

4.2.10 Warranty Security. To ensure Developer complies with its obligations set forth in this Agreement regarding Phase 1 Backbone Improvements, on acceptance of the improvements by the City Engineer a maintenance bond serving as warranty

security shall be furnished to the City in the minimum amount of identified in Exhibit B, which represents ten (10) percent of the Performance Security amount. The warranty security shall serve as a guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Phase 1 Backbone Improvements by the City.

4.2.11 Other Requirements for Phase 1 Backbone Improvements.

Developer shall comply with the following for all Phase 1 Backbone Improvements:

i. Mitigation. Developer shall comply with all applicable mitigation measures adopted with the certified EIR.

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

iii. Plans and Specifications. Developer shall ensure that all construction for Phase 1 Backbone Improvements comply with the plans and specifications approved by the City Engineer.

iv. Work by Developer. It shall be the responsibility of Developer to coordinate all work done by Developer's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Developer. It shall further be the responsibility of Developer to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Developer to notify the City Engineer may cause delay for which Developer shall be solely responsible.

v. Inspections. Whenever Developer varies the period during which work is carried on each day, Developer shall give due notice to the City Engineer so that proper inspection may be provided. If Developer fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Developer of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

vi. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other

facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

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. For the purposes of this section, the City shall be considered a "third party" for any facility improvements which the City installed under this Agreement, and the Developer shall reimburse the Developers' pro-rata share to the City for the same in the amount reasonably determined by the City.

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 7.1 in accordance with the terms and conditions of the Funding Agreement for Staff Costs and Consulting Contract entered into between the parties in 2016. 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. Further, the Developer shall reimburse the City for costs of the design of stub out connections and similar utility connections, constructed as part of the City's obligations in Section 5, that accommodate subsequent connection by Developer.

4.6 Building and Site Design. Developer shall comply with the design intent of the Design Guidelines contained in the Bogue-Stewart Master Plan or in the City-wide adopted Design Guidelines, whichever is more restrictive as may be reasonably determined by the Development Services Director.

4.7 Permits and Work in the Public Right of Way. Nothing in this Agreement relieves the Developer from obligations to acquire an encroachment permit, or any other permit, required for work in the public right of way. If the City's contractor is also performing work in the right of way, the City's contractor shall have precedence over Developer's contractor to perform the work.

4.8 Staging Area. Upon request from the City, the Developer shall promptly provide a suitable staging area(s), at no cost to the City, for use by the City to construct infrastructure under Section 5.

5. City Obligations

5.1 Bogue Road: City agrees to design and construct the State Route 99 and Bogue Road Improvements from State Route 99 to just east of Railroad Avenue including wet and dry utilities. The Road will be constructed to the ultimate number of lanes required for traffic mitigation as indicated in the Master Plan Traffic Study with the development of commercial zone property in Large Lot 11 per the tentative subdivision map. The work will also include sewer, water, storm, a signal at Phillips Road, and a signal at Railroad Avenue. City will use AB 1600, Gas Tax, and other funds to perform these improvements that provide a regional benefit.

5.2 State Route 99 Improvements: City agrees to design and construct the improvements in State Route 99 outlined in the Bogue Stewart Master Plan Traffic Study. The work will include additional south bound left turn pocket and signal modifications. City will use AB 1600, Gas Tax, and other funds to perform these improvements that provide a regional benefit.

5.3 Regional Sewer Pump Station Improvements: City agrees to design and construct the Regional Sewer Pump Station. The Sewer Pump Station will be sized to provide a regional benefit in accordance with the City of Yuba City Sewer Master Plan. The service area will include the southern portion of the "Keyhole Area," center portion of the Bogue Stewart Master Plan Area, and Newkom Ranch. The Sewer Pump Station will be sized to handle sewer flow from the western part of the Yuba City SOI and Lincoln East Area. The City will use sewer connection fees and grant funds to perform these improvements that provide a regional benefit.

5.4 Bogue Road Sewer Trunk Line Improvements: City agrees to design and construct the Sewer Pump Station and Sewer Trunk Line Improvements located on Bogue Road from State Route 99 to just east of Railroad Avenue. The Sewer Lift Station and trunk line improvements will be sized to provide a regional benefit in accordance with the City of Yuba City Sewer Master Plan. The City will use sewer connection fees and grant funds to perform these improvements that provide a regional benefit.

5.5 Tentative Parcel Map for Commercial and Office Park: City and Developer agree there will be a ministerial staff level review and approval of a tentative parcel map for the creation of parcels with the commercial and office park zoned areas of the Newkom Ranch portion of the Bogue-Stewart Master Plan. The Developer shall demonstrate the tentative parcel map is consistent with the Bogue-Stewart Master Plan, Yuba City General Plan and applicable Municipal Code provisions. Additionally, the tentative parcel map shall be consistent with the Bogue-Stewart Master Plan certified EIR and shall comply with all applicable mitigation measures adopted as part of the certified EIR. Further, the Developer shall comply with all applicable conditions adopted with the previously approved Newkom Ranch Tentative

Subdivision Map. The staff level Development Review Committee (“DRC”) shall consist of at a minimum of the City’s Public Works, Development Services Director, and City Manager.

5.6 Development Plan Review for Commercial and Office Park: City and Developer agree there will be a ministerial DRC level Development Plan Review process for the Commercial and Office Park zoned areas within the Newkom Ranch portion of the Bogue-Stewart Master Plan. The Developer shall demonstrate a development plan is consistent with the Bogue-Stewart Master Plan, Yuba City General Plan and applicable Municipal Code provisions. Additionally, a development plan shall be consistent with the certified EIR adopted and shall comply with all applicable mitigation measures adopted with the certified EIR. Further, the Developer shall comply with all applicable conditions adopted with the previously approved Newkom Ranch Tentative Subdivision Map and/or tentative parcel map discussed in Section 5.5. It is mutually understood the Bogue-Stewart Master Plan includes an appendix with extensive Development Standards and Guidelines which supplement the need for an additional public review process for the commercial or office park. The DRC shall review and approve the development plan in accordance with the Development Standards and Guidelines for compliance prior to issuances of a building permit and shall impose any necessary conditions to comply with the requirements of the Bogue-Stewart Master Plan, applicable mitigation measures or applicable Municipal Code requirements.

5.7 Development Plan Review for Medium-High Density Residential Development: City and Developer agree there will be a ministerial DRC level Development Plan Review process for development of the Medium-High Density Residentially zoned areas within the Newkom Ranch portion of the Bogue-Stewart Master Plan. The Developer shall demonstrate a development plan is consistent with the Bogue-Stewart Master Plan, Yuba City General Plan and applicable Municipal Code provisions. Additionally, a development plan shall be consistent with the certified EIR adopted as part of the Bogue-Stewart Master Plan and the Developer shall comply with all applicable mitigation measures adopted with the certified EIR. Further, the Developer shall comply with all applicable conditions adopted with the previously approved Newkom Ranch Tentative Subdivision Map. It is mutually understood the Bogue-Stewart Master Plan includes an appendix with extensive Development Standards and Guidelines which supplement the need for an additional public review process for development of the Medium-High Density Residential areas. The DRC shall review and approve a development plan in accordance with the Development Standards and Guidelines for compliance prior to issuances of a building permit and shall impose any necessary conditions to comply with the requirements of the Bogue Stewart Master Plan, applicable mitigation measures or applicable Municipal Code provisions.

5.8 Statewide Community Infrastructure Program Financing: City agrees to support the Developer’s use of Statewide Community Infrastructure Program (“SCIP”) on the development of the onsite project and Phase 1 Backbone Infrastructure listed as Developer obligation. The SCIP funds will be used to pay impact fees and finance public improvements through an acquisition agreement that qualify under the 1913/1915 Act via tax-exempt bond issuance proceeds.

5.9 Substantial Conformance Tentative Map. City agrees to review and process a substantial Conformance Tentative Map for the Newkom Ranch project.

5.10 Newkom Ranch South Tentative Map. City agrees to review and process a new tentative map for the Newkom Ranch Project south of Newkom Ranch Drive to increase the number of residential lots.

5.11 Design: City agrees commence design and permitting of Phase 1 Backbone Improvements, outlined in Section 5.1. through 5.4., within sixty (60) days of the approval of the Restated Development Agreement by all Parties.

5.12 Improvement Plan Approval and Permitting. City agrees to use all reasonable efforts to work diligently to obtain all required permits and approvals for the Phase 1 Backbone Infrastructure improvements, outlined under City Obligation in Sections 5.1. through 5.4., within twelve (12) months of the approval of the Restated Development Agreement by all Parties.

5.13 Commencement of Construction. City agrees to commence construction of Phase 1 Backbone Infrastructure improvements within ninety (90) days of obtaining required permits and approval of Phase 1 Backbone Infrastructure improvements plans, outlined under City Obligation in Sections 5.1. through 5.4., unless the ninety (90) day window extends past October 1, in which case, construction would start no later than April 15 of the following year. The intent is not to force commencement of construction during the winter months. The City shall not be obligated to commence construction if the Developer is unable to commence construction for Phase 1 Backbone Infrastructure outlined in Section 4.2.

5.14 Substantial Completion of Phase 1 Backbone Improvements: City agrees to diligently work to complete construction of the Phase 1 Backbone Infrastructure improvements, outlined under City Obligation Sections 5.1. through 5.4., within eighteen (18) months of commencing construction.

5.15 Limitations on City's Obligations. Notwithstanding any other provision of this Agreement, the City's obligations to construct any facility or improvement shall only occur if there is funding available as determined in the sole discretion of the City. Under no circumstances shall the City be required to use funding from the City's general fund, or in contravention to any other law or funding source requirements. Furthermore, the City shall not have an obligation to construct until the Developer has demonstrated that actual development, including Phase 1 Backbone Improvements, is occurring or continues to be reasonably likely to occur, which may include evidence such as securing of Developer financing for phases of the Project, an agreement for construction services, securing and commencing work under building permits, etc. Indicia that the Developer is not anticipating construction to occur within the time periods required by this Agreement or is otherwise not be diligently pursued, include the Developer filing bankruptcy, the Developer failing to pay contractors, or the City availing itself of security (such as payment or performance security) to ensure work is completed, any of which shall relieve the City of any obligation to construct at the determination of the City. Said determination shall be made at the sole discretion of the City's Public Works and Development Services Director and City Manager. The City Manager, and any Developer representative including a sole signatory hereto, are authorized to mutually defer any of the City's construction obligations for up to twelve (12) months for any reason whatsoever. The intent of said deferral includes, but is not limited to, providing the Developer sufficient time to obtain and provide evidence of planned construction, resolve pending indicia that the Developer is not anticipating construction to commence or restart within a period of less than 10-months, etc.

6. Reimbursement and Fee Credits, Financing, and Right-of Way

6.1 Reimbursement to Developer for Oversizing.

6.1.1 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 6 of this Agreement.

6.1.2 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, 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 Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement 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 twenty (20) 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 twenty (20) year period with five (5) year extension requests until such time that Developer has been reimbursed in full from the benefited third party Landowners. The extension request for each five (5) year extension 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 Agreement on behalf of the City subject to approval as to legal form by the City Attorney.

6.1.3 Reimbursement Calculations. City will provide Developer with the available documentation showing the basis for the reimbursement amounts for improvements required pursuant to Section 4.1. The reimbursement obligations provided in this Agreement will be in amounts as reasonably determined by the City.

6.1.4 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.

6.2 Reimbursement to Developer for Cost of Preparing Master Plan and Environmental Impact Report. City and Developer agree that preparation of the Bogue-Stewart Master Plan and its accompanying draft and final Environmental Impact Report will

benefit third-party landowners that are also located within the boundary of the Master Plan. Developer shall be entitled to a fee credit for the cost of preparation of the Master Plan and EIR to the extent they benefit third-party landowners. Developer shall be reimbursed for the fair share amount owed by the benefited third-party based on the pro-rata share of the acreage to be developed. Reimbursement Agreements shall be established consistent with a City-adopted Capital Improvement Program. The pro-rata share of such up-front planning costs shall be calculated at the time of reimbursement, and shall be paid to Developer by City, and such payment will be funded by such benefited third-party landowners.

6.3 City's Support 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.

6.4 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 sixty (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.

6.5 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.

7. Annual Review.

7.1 Good Faith Compliance. Developer shall annually provide documentation of good faith compliance with this agreement per Govt. Code Section 65865.1 to the City, and shall reimburse the City for any processing under this Section 7. 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.

7.2 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 7.4 and Section 7.5.

7.3 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.

7.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 7.2 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:

7.4.1 The time and place of the hearing;

7.4.2 A statement as to whether or not the City proposes to terminate or to modify the Agreement; and

7.4.3 Such other information as is reasonably necessary to inform the Landowner of the nature of the proceeding.

7.5 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.

8. Permitted Delays.

8.1 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.

8.2 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.

9. Termination.

9.1 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 7.

9.2 Landowner's Right to Terminate. The Landowner shall have the right to terminate this Agreement only under the following circumstances:

9.2.1 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.

9.2.2 The Landowner is unable to complete the Project because of supersedure by a subsequent law per Section 8.2 or court action.

9.2.3 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.

9.3 Mutual Agreement. This Agreement may be terminated upon the mutual Agreement of the Parties.

9.4 Effect of Termination.

9.4.1 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.

9.5 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

16. 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:

16.1 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.

16.2 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 Newkom 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.

16.3 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.

16.4 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.

16.5 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.

17. 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 9 of this Agreement.

18. Amendment.

18.1 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.

18.2 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. Upon request from the Developer, the City's Engineer is authorized to execute any documentation on behalf of the City that is reasonably necessary to effectuate the recordation of termination of the Original Agreement and removal of the same from the chain of title.

19. Notices.

19.1 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.

19.2 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
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Landowners:

Newkom Ranch LLC
Attn: Dave Lanza
P.O. Box 591
Marysville, CA 95901

Hust Brothers Inc.
Attn: Roy Lanza
P.O. Box 591
Marysville, CA 95901

Cal Sierra Limited, LP
Attn: Roy Lanza
P.O. Box 591
Marysville, CA 95901

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.

20. Indemnification.

20.1 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 challenges or contests: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the Phase 1 Backbone Improvements by Developer or its employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the Phase 1 Backbone Improvements; (v) to any of Developer's employees, officers, agents, contractors or subcontractor's for failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement; (vii) the Newkom Ranch Subdivision Map Applications and Approvals, or the Development Approvals; or (viii) 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 Newkom 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.

20.2 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 20.1 shall be governed by this Section 20.2. 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 Phase 1 Backbone Improvements as well as off-site improvements unless and until such 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.

21. 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:

21.1 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 \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$1,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations and \$5,000,000 general aggregate.

21.2 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 \$1,000,000 per accident for bodily injury and property damage.

21.3 Workers Compensation. Insurance as required under the California Labor Code.

21.4 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 thirty (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 insure 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, \$1,000,000 aggregate for products and completed operations and \$1,000,000 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.

22. Miscellaneous.

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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 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.

22.6 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.

22.7 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.

22.8 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.

22.9 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.

22.10 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.

22.11 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.

22.12 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: Property legal description

Exhibit B: Cost Estimates and Security

All attachments to this Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

22.13 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.

22.14 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.

22.15 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.

22.16 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.

22.17 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.

22.18 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.

22.19 Days. Unless otherwise specified in this Agreement, the term "days" means calendar days.

22.20 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 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

By: _____
Shon Harris, Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
Shannon Chaffin, City Attorney

"LANDOWNERS"

Newkom Ranch LLC,
a California limited liability company

By: _____
David Lanza, Managing Member

Hust Brothers Inc,
a California Corporation

By: _____
Roy Lanza, President

Cal Sierra Limited, LP,
a California limited partnership

By: _____
Roy Lanza, Manager

Attachments

Exhibit A: Property Legal Description

Exhibit B: Cost Estimates and Security

Exhibit A-1 Property Legal Description

The land referred to is situated in the unincorporated area of the County of Sutter, State of California, and is described as follows:

PARCEL ONE:

Beginning at a point on the Township line between Townships 14 North and 15 North, Range 3 East, M.D.B.&M. where the same is intersected by the West line of the New Helvetia Rancho, said point being known as the Northeast corner of the Northwest quarter of Section 3, Township 14 North, Range 3 East, M.D.B.&M.; thence South $1^{\circ} 0'$ West along the West boundary line of said new Helvetia Rancho, 35 chains and 32 links to a point; thence South $87\frac{1}{2}^{\circ}$ West 1 chain and 37 links to a point on the West side of the County Road, which last named point is the point of beginning for the description of the land hereby described; from said point of beginning thence South $87\frac{1}{2}^{\circ}$ West 660 feet to a point; thence North $1^{\circ} 0'$ East 327.67 feet to a point; thence North $87\frac{1}{2}^{\circ}$ East 660 feet to a point; thence South $1^{\circ} 0'$ West 327.67 feet to the point of beginning.

APN: 055-240-005

PARCEL TWO:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the East line of State Route 99, as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North $00^{\circ} 42' 47''$ East 1544.67 feet to the True Point of Beginning; thence continuing northerly along said east and west line, North $00^{\circ} 42' 47''$ East 1009.63 feet; thence leaving said west line and continuing along said east line of State Route 99, North $06^{\circ} 47' 25''$ East 112.57 feet; thence North $51^{\circ} 33' 46''$ East 50.53 feet; thence North $00^{\circ} 30' 06''$ East 30.00 feet to a point on the north line of said Section 3; thence easterly along said north line North $89^{\circ} 24' 26''$ East 264.34 feet to a brass disc in a Sutter County monument well; thence continuing easterly along said north line North $89^{\circ} 24' 26''$ East 288.94 feet; thence leaving said north line South $01^{\circ} 05' 32''$ West 40.07 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southwesterly, having a radius of 22.00 feet, through a central angle of $87^{\circ} 47' 59''$, having a chord bearing South $46^{\circ} 41' 22''$ East 30.51 feet, an arc distance of 33.71 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 1037.00 feet, through a central angle of $31^{\circ} 26' 58''$, an arc distance of 569.21 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southwesterly, having a radius of 963.00 feet, through a central angle of $35^{\circ} 19' 52''$, an arc distance of 593.83 feet to the end of said reverse tangent curve; thence South $88^{\circ} 54' 28''$ East 10.00 feet; thence South $01^{\circ} 05' 32''$ West 53.08 feet; thence North $88^{\circ} 54' 28''$ West 994.54 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-04 wherein said land is designated as "Parcel A", as disclosed in the Grant Deed recorded February 3, 2023 as Instrument No. 2023-0000986, Official Records of Sutter County.

APN: 055-240-011

PARCEL THREE:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99, as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North 00° 42' 47" East 2554.30 feet; thence leaving said west line and continuing along said east line of State Route 99, North 06° 47' 25" East 112.57 feet; thence North 51° 33' 46" East 50.53 feet; thence North 00° 03' 06" East 30.00 feet to a point on the north line of said Section 3; thence easterly along said north line North 89° 24' 26" East 264.34 feet to a brass disc in a Sutter County monument well; thence continuing easterly along said north line North 89° 24' 26" East 344.76 feet to a "X" cut in old concrete pavement as shown on "The Crossroads" filed in Book 12 of Surveys at Page 112, Sutter County Records; thence continuing easterly along said north line of Section 3 North 89° 24' 26" East 62.28 feet to the True Point of Beginning; thence continuing easterly along said north line North 89° 24' 26" East 653.30 feet; thence leaving said north line South 01° 05' 32" West 696.73 feet; thence South 88° 54' 28" West 394.05 feet; thence South 64° 39' 45" West 25.50 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southwesterly, having a radius of 1037.00 feet, through a central angle of 08° 54' 05", having a chord of North 29° 47' 58" West 160.95 feet, an arc distance of 161.11 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 963.00 feet, through a central angle of 31° 10' 24", an arc distance of 523.95 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southeasterly, having a radius of 22.00 feet, through a central angle of 92° 28' 35", an arc distance of 35.51 feet to the end of said reverse tangent curve; thence North 01° 05' 32" East 40.07 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-04 wherein said land is designated as "Parcel B", as disclosed in the Grant Deed recorded February 3, 2023 as Instrument No. 2023-0000986, Official Records of Sutter County.

APN: 055-240-012

PARCEL FOUR:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99, as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North 00° 42' 47" East 740.65 feet to the True Point of Beginning; thence northerly along said east and west line North 00° 42' 47" East 804.02 feet; thence leaving the said west line South 88° 54' 28" East 994.54 feet; thence North 01° 05' 32" East 53.08 feet; thence North 88° 54' 28" West 10.00 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southwesterly, having a radius of 963.00 feet, with a chord bearing North 16° 34' 24" West 584.46 feet, through a central angle of 35° 19' 52", an arc distance of 593.83 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 1037.00 feet, through a central angle of 31° 26' 58", an arc distance of 569.21 feet to the

beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southwesterly, having a radius of 22.00 feet, through a central angle of 87° 47' 59", an arc distance of 33.71 feet to the end of said reverse tangent curve; thence North 01° 05' 32" East 40.07 feet to the north line of said Section 3; thence easterly along said North line North 89° 24' 26" East 55.82 feet to a "X" cut in old concrete pavement as shown on "The Crossroads" filed in Book 12 of Surveys at Page 112, Sutter County Records; thence continuing easterly along said north line of Section 3 North 89° 24' 26" East 62.28 feet; thence South 01° 05' 32" West 40.08 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southeasterly, having a radius of 22.00 feet, through a central angle of 92° 28' 35", having a chord bearing South 43° 10' 21" West 31.78 feet, an arc distance of 35.51 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 963.00 feet, through a central angle of 31° 10' 24", an arc distance of 523.95 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southwesterly, having a radius of 1037.00 feet, through a central angle of 08° 54' 05", an arc distance of 161.11 feet to the end of said reverse tangent curve; thence North 64° 39' 45" East 25.50 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 1062.50 feet, through a central angle of 26° 25' 46", having a chord bearing South 12° 07' 22" East 485.78 feet, an arc distance of 490.11 feet to the end of said non-tangent curve; thence South 01° 05' 32" West 1480.08 feet; thence South 10° 33' 16" West 79.08 feet; thence South 01° 05' 32" West 631.00 feet; thence North 88° 54' 28" West 1065.72 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-04 wherein said land is designated as "Parcel C", as disclosed in the Grant Deed recorded February 3, 2023 as Instrument No. 2023-0000986, Official Records of Sutter County.

APN: 055-240-013

PARCEL FIVE:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99 as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North 00° 42' 47" East 740.65 feet; thence leaving said west line South 88° 54' 28" East 1065.72 feet to the True Point of Beginning; thence North 01° 05' 32" East 631.00 feet; thence North 10° 33' 16" East 79.08 feet; thence North 01° 05' 32" East 148.08 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave southwesterly, having a radius of 1062.50 feet, through a central angle of 26° 25' 46", an arc distance of 490.11 feet to the end of said tangent curve; thence South 88° 54' 28" East 394.05 feet; thence North 01° 05' 32" East 696.73 feet to the north line of said Section 3; thence easterly along said north line North 89° 24' 26" East 241.33 feet to a standard county brass centerline monument as shown on "Kingswood Estates" filed in Book 11 of Surveys at Page 55, Sutter County Records; thence continuing easterly along said north line of Section 3 North 89° 24' 26" East 248.53 feet; thence leaving said north line South 01° 05' 25" West 2041.14 feet; thence North 88° 54' 28" West 785.71 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-05 wherein said land is designated as "Parcel A", as disclosed in the Corporation Grant Deed recorded August 29, 2023 as Instrument No. 2023-0007720, Official Records of Sutter County.

APN: 055-240-015

PARCEL SIX:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence southerly along the west line of said Section 3 that is also the east line of State Route 99 as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, South 01° 05' 04" West 609.83 feet; thence leaving said west line North 89° 09' 20" East 645.00 feet to the True Point of Beginning; thence North 82° 55' 52" East 18.31 feet; thence North 01° 05' 32" East 422.07 feet; thence South 88° 54' 28" East 315.49 feet; thence North 01° 05' 32" East 473.72 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave southeasterly, having a radius of 53.00 feet, through a central angle of 19° 56' 54", an arc distance of 18.45 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northwesterly, having a radius of 47.00 feet, through a central angle of 19° 56' 54", an arc distance of 16.36 feet to the end of said reverse tangent curve; thence North 01° 05' 32" East 396.16 feet; thence South 88° 54' 28" East 862.21 feet; thence South 01° 05' 25" West 1998.00 feet; thence South 89° 09' 20" West 1202.48 feet; thence North 01° 05' 04" East 709.96 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-05 wherein said land is designated as "Parcel B", as disclosed in the Corporation Grant Deed recorded August 29, 2023 as Instrument No. 2023-0007720 and re-recorded September 12, 2023 as Instrument No. 2023-0008195, Official Records of Sutter County.

APN: 055-240-016

PARCEL SEVEN:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Beginning at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99 as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records; thence along said west line North 00° 42' 47" East 740.65 feet; thence leaving said west line South 88° 54' 28" East 989.22 feet; thence South 01° 05' 32" West 396.16 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave northwesterly, having a radius of 47.00 feet, through a central angle of 19° 56' 54", an arc distance of 16.36 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southeasterly, having a radius of 53.00 feet, through a central angle of 19° 56' 54", an arc distance of 18.45 feet to the end of said reverse tangent curve; thence South 01° 05' 32" West 473.72 feet; thence North 88° 54' 28" West 315.49 feet; thence South 01° 05' 32" West 422.07 feet; thence South 82° 55' 52" West 18.31 feet; thence South 89° 09' 20" West 645.00 feet to said east line of State Route 99 and west line of Section 3; thence along said west line North 01° 05' 04" East 609.83 feet to the true point of beginning. Description is pursuant to Lot Line Adjustment No. 22-05 wherein said land is designated as "Parcel C", as disclosed in the Corporation Grant Deed recorded August 29, 2023 as Instrument No. 2023-0007720 and re-recorded September 12, 2023 as Instrument No. 2023-0008195, Official Records of Sutter County.

APN: 055-240-017

Exhibit B

Cost Estimates and Security

Exhibit B-1 – City Obligation Summary

CITY OF YUBA CITY
BSMP - PHASE 1 SEWER AND MAJOR ROAD BACKBONE IMPROVEMENTS
SUMMARY COST ESTIMATE - FEBRUARY 1, 2024
CITY IMPROVEMENT OBLIGATION SUMMARY

DESCRIPTION	CO.	RCVD. BY	DATE
BSMP - Phase 1 Backbone Improvement Summary - City Obligation	Sutter	S.M. Minard	1-Feb-24
MHM PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallen	15-Dec-21	13472.56
NUMBER OF LOTS	QTY. CHK.	OUT	BLDG. INDEX
120	S. Minard	1-Feb-24	8227.44

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
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Total Construction Cost of BSMP - Phase 1 - Major Road Backbone Improvements - Summary

1	SS Lift Station - Newkom Ranch and South Phillips Road Area	1	Job	\$1,405,015.50	\$1,405,015.50
2	Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips Road	1	Job	539,235.00	539,235.00
3	Phase 1 - Offsite Sewer Force Main - Phillips Road to PS	1	Job	532,072.80	532,072.80
4	Phase 1 - Offsite Sewer Force Main - PS to Bogue Manhole	1	Job	1,005,160.95	1,005,160.95
4	Phase 1 - Commercial - Onsite Improvements (no dry utilities)	0	Job	0.00	0.00
5	Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - South	1	Job	1,466,307.27	1,466,307.27
6	Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - North	1	Job	71,787.60	71,787.60
7	Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - South	1	Job	1,761,558.62	1,761,558.62
8	Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - North	1	Job	168,078.83	168,078.83
9	Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - South	1	Job	873,001.80	873,001.80
10	Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - North	1	Job	318,045.15	318,045.15
40	Phase 1 - Comm. - Phillips Rd - Bogue Rd to Sunny Dr	0	Job	4,391,887.95	0.00
11	Phase 1 - Commercial - State Route 99 Improvements	1	Job	3,152,677.28	3,152,677.28
12	Phase 1 - Commercial - Offsite Water Improvements	1	Job	739,202.18	739,202.18
42	Phase 1 - Commercial - Offsite Storm Drainage Improvements	0	Job	2,473,960.50	0.00
42	Phase 1 - Commercial - Offsite Detention Pond Improvements	0	Job	5,192,201.70	0.00
42	Phase 1 - 8 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (0/ft x \$250/lf) - Adjacent to State Route 99	0	LF	350.00	0.00
42	Phase 1 - 6 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (1,005/ft x \$265/lf) - Adjacent to Residential	0	LF	265.00	0.00
42	Phase 1 - Demolition Structures (i.e. structures, orchard trees)	0	LS	65,000.00	0.00

Total Estimated Cost of Phase 1 Improvements = \$12,032,142.96

Contingency @ 20.0% =	<u>2,406,400.00</u>
Project Manager @ 0.5% =	<u>60,200.00</u>
City and County Plan Check @ 1.5% =	<u>180,500.00</u>
City and County Inspection @ 2.5% =	<u>300,800.00</u>
Preliminary Engineering @ 0.5% =	<u>60,200.00</u>
Design Engineering and Surveying @ 4.0% =	<u>481,300.00</u>
Construction Surveying @ 2.5% =	<u>300,800.00</u>
Construction Security (i.e. Performance, Payment, Warranty) @ 0.0% =	0.00
Grand Total =	<u>\$15,822,342.96</u>
For Budget Purposes =	<u>\$15,822,000.00</u>

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

Exhibit B-2 – Developer Obligation Summary

CITY OF YUBA CITY

BSMP - PHASE 1 SEWER AND MAJOR ROAD BACKBONE IMPROVEMENTS

SUMMARY COST ESTIMATE - FEBRUARY 1, 2024

DEVELOPER IMPROVEMENT OBLIGATION SUMMARY

DESCRIPTION	CO.	RCVD. BY	DATE
BSMP - Phase 1 Backbone Improvement Summary - Developer Obligation	Sutter	S.M. Minard	1-Feb-24
MHM PROJECT NO.	QTY. BY	IN	CONST. INDEX
13-134	J. Mallen	15-Dec-21	13472.56
NUMBER OF LOTS	QTY. CHK.	OUT	BLDG. INDEX
120	S. Minard	1-Feb-24	8227.44

Item No.	Item Description	Estimated Quantity	Unit	Unit Price (\$/Unit)	Amount (\$)
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Total Construction Cost of BSMP - Phase 1 Backbone Improvements

1	SS Lift Station - Newkom Ranch and South Phillips Road Area	0	Job	\$1,405,015.50	\$0.00
1	Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips Road	0	Job	539,235.00	0.00
1	Phase 1 - Offsite Sewer Force Main - Phillips Road to PS	0	Job	532,072.80	0.00
1	Phase 1 - Offsite Sewer Force Main - PS to Bogue Manhole	0	Job	1,005,160.95	0.00
1	Phase 1 - Commercial - Onsite Improvements (no dry utilities)-	0	Job	0.00	0.00
1	Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - South	0	Job	1,466,307.27	0.00
1	Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - North	0	Job	71,787.60	0.00
1	Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - South	0	Job	1,761,558.62	0.00
1	Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - North	0	Job	168,078.83	0.00
1	Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - South	0	Job	873,001.80	0.00
1	Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - North	0	Job	318,045.15	0.00
1	Phase 1 - Comm. - Phillips Rd - Bogue Rd to Newkom Ranch Drive	1	Job	4,391,887.95	4,391,887.95
1	Phase 1 - Commercial - State Route 99 Improvements	0	Job	3,152,677.28	0.00
1	Phase 1 - Commercial - Offsite Water Improvements	0	Job	739,202.18	0.00
2	Phase 1 - Commercial - Offsite Storm Drainage Improvements	1	Job	2,473,960.50	2,473,960.50
3	Phase 1 - Commercial - Offsite Detention Pond Improvements	1	Job	5,192,201.70	5,192,201.70
4	Phase 1 - 8 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (565,000/ft x \$350/lf) - Adjacent to State Route 99	1,130	LF	350.00	395,500.00
5	Phase 1 - 6 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (1,005/ft x \$265/lf) - Adjacent to Residential	965	LF	265.00	255,725.00
6	Phase 1 - Demolition Structures (i.e. structures, orchard trees)	1	LS	65,000.00	65,000.00

Total Estimated Cost of Phase 1 Improvements = \$12,774,275.15

Contingency @ 20.0% =	2,554,900.00
Project Manager @ 0.5% =	63,900.00
City and County Plan Check @ 1.5% =	191,600.00
City and County Inspection @ 2.5% =	319,400.00
Preliminary Engineering @ 0.5% =	63,900.00
Design Engineering and Surveying @ 4.0% =	511,000.00
Construction Surveying @ 2.5% =	319,400.00
Construction Security (i.e. Performance, Payment, Warranty) @ 3.0% =	383,200.00
Grand Total =	\$17,181,575.15
For Budget Purposes =	\$17,182,000.00

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

ATTACHMENT 2

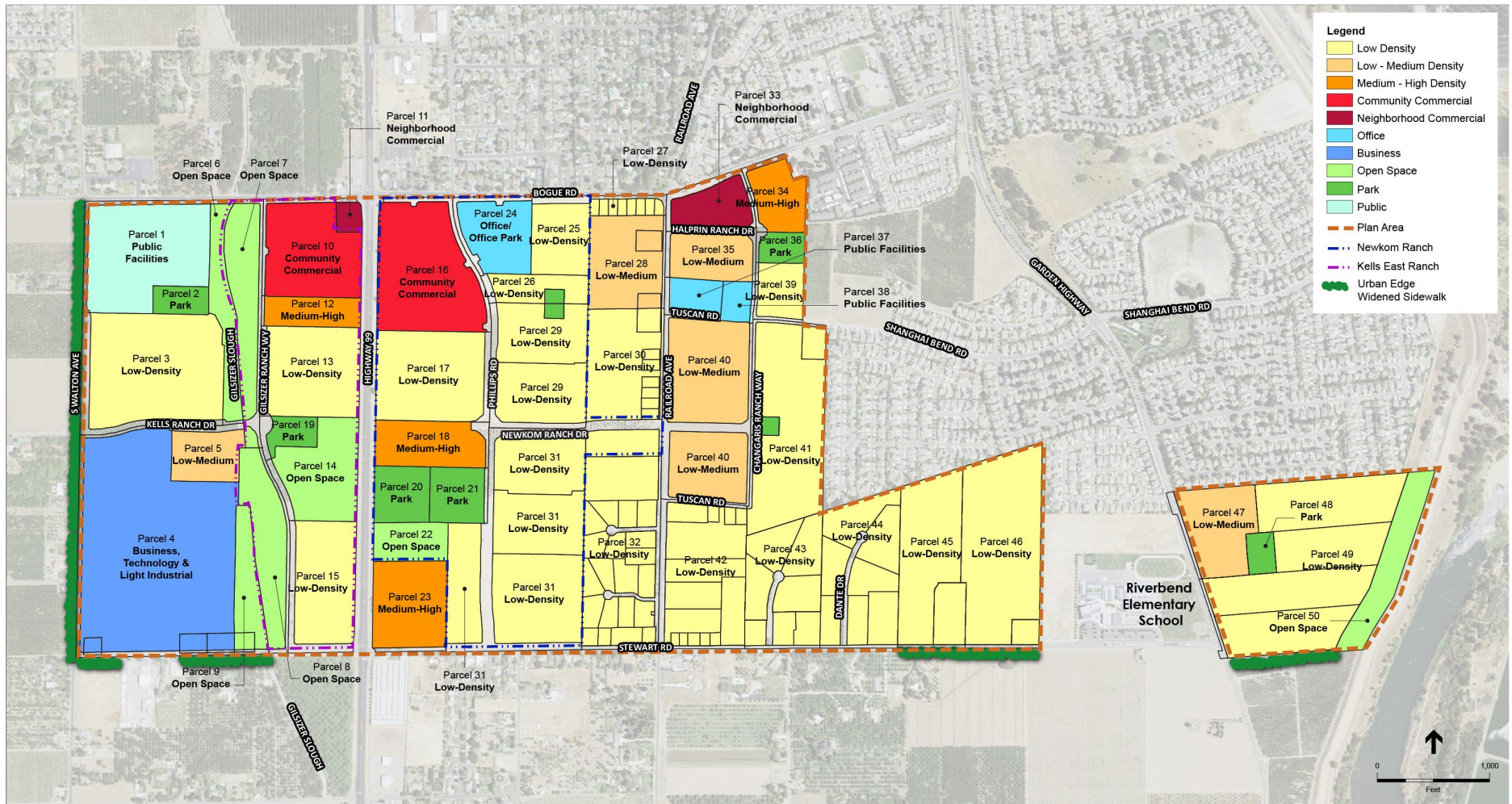
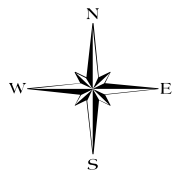
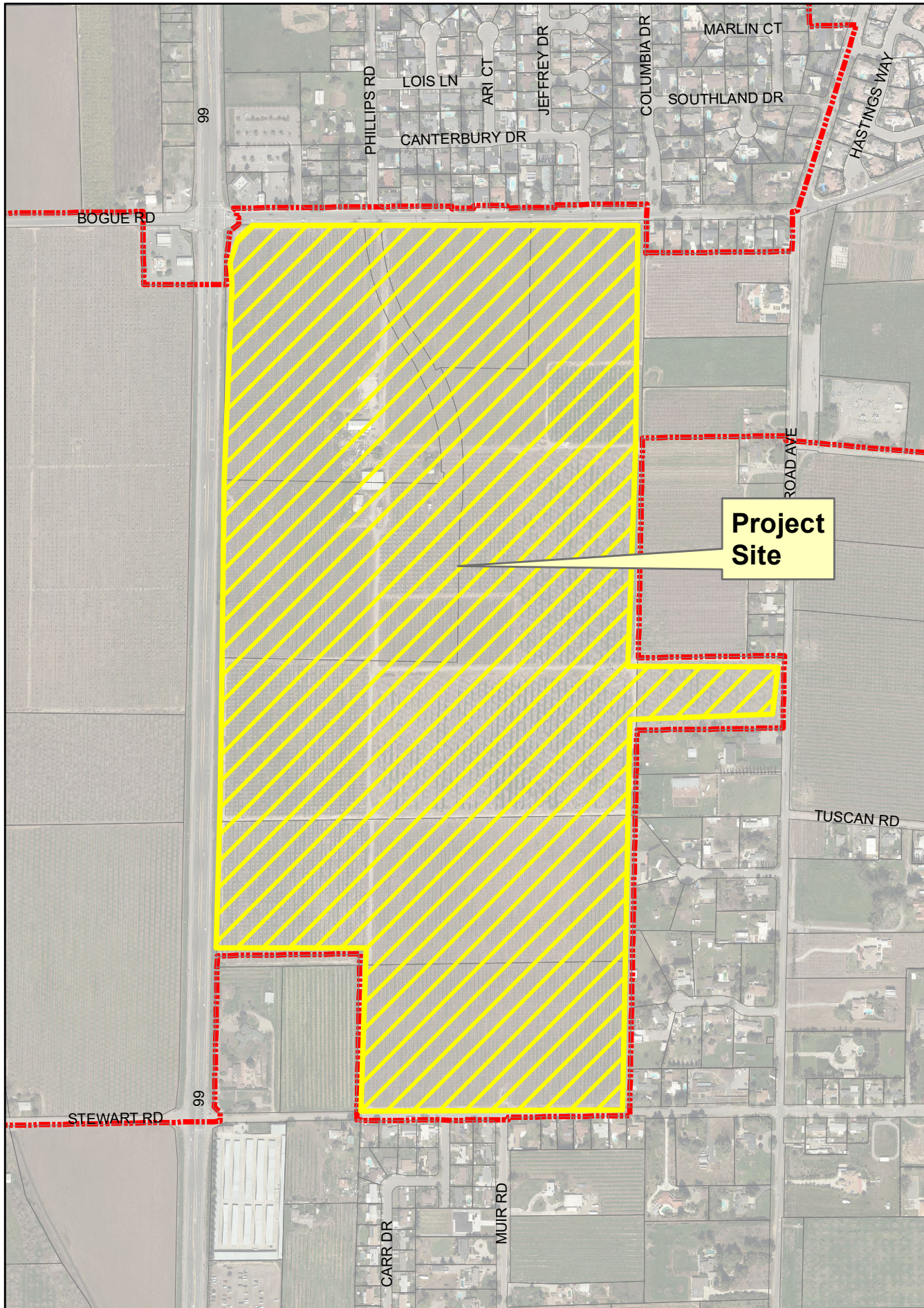


Figure 3-1: Land Use Plan

ATTACHMENT 3



Newkom Ranch Development Agreement Amendment

CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Host Fee Agreement with Recycling Industries
Recommendation: Adopt a Resolution to approve the proposed Host Fee Agreement between the City of Yuba City and Recycling Industries
Fiscal Impact: \$4.08 per ton of waste transferred to a landfill, approximately \$22,000 per year at the current transfer volume

Purpose:

To replace the existing interim agreement a Host Fee Agreement between the City of Yuba City and Recycling Industries.

Council's Strategic Goal:

This item addresses Council's goal of fiscal responsibility, in that a Host Fee is established to offset ongoing impacts related to the transfer station operations.

Background:

Recycling Industries Inc. (RI) initially operated a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive. UP 07-12 was approved by the Planning Commission on February 29, 2008. In 2012, RI applied for a Use Permit, UP 12-01, to convert its recycling center into a Large Volume Transfer Station (LVTS). After a Public Hearing on July 23, 2014, the Planning Commission approved UP 12-01 for the project subject to compliance with an array of conditions, including a maximum volume of 100 tons per day (TPD) of mixed waste and recyclables and a requirement to enter into a Host Fee Agreement for the project site.

In February 2019, Council approved UP 17-05 and Development Plan 17-03, adopting a Mitigated Negative Declaration Environmental Assessment, and amending previous entitlements, with a key limitation setting a maximum allowable processing limit of 100 tons per day. In April 2021, the City began coordinating with industry experts R3 Consulting Group, of Roseville, CA to help provide relevant information and establish a nexus to determine an appropriate Host Fee amount. Due to the timeline to establish a study and work through the specifics of a long-term agreement, staff proposed to utilize an Interim Host Fee Agreement that was approved by Council on August 18, 2021, with a fee rate of \$4.40 per ton of waste transferred to the landfill, with the intent to return with a final Agreement at completion of the R3 study and further consideration with RI.

Analysis:

The City finalized consultation with R3 to determine a new Host Fee amount and receive recommendations on establishing a Host Fee Agreement. The new Agreement considers R3's findings as well as data analysis and negotiations with Recycling Industries. The new Agreement proposes the following:

1. A Host Fee of **\$4.08** per ton
2. The Host Fee will adjust annually for inflation, utilizing the Consumer Price Index (CPI) for all urban consumers, CUURS49BSA0, not seasonally adjusted, all items index—San Francisco-Oakland-Hayward, CA as published by the Bureau of Labor Statistics (BLS), and shall never be less than 0 percent or greater than 3 percent.
3. A 10-year term with up to a 5-year extension and an option to review the host fee if a change in entitlement should affect the allowed tonnage volume.

Each quarter, RI sends the City a check for the Host Fee amount, along with a report detailing how many tons of waste are transferred to the landfill.

Below is a summary of RI's activity from the start of the Interim Agreement:

	OUTBOUND TONS*	HOST FEE**
<u>FY 2022</u>		
2nd QUARTER	54.9 (2 months only)	\$ 241.74
3rd QUARTER	258.6	\$ 1,155.36
4th QUARTER	528.9	\$ 2,327.20
<u>FY 2023</u>		
1st QUARTER	781.5	\$ 3,438.78
2nd QUARTER	706.9	\$ 3,110.14
3rd QUARTER	775.1	\$ 3,410.35
4th QUARTER	1224.4	\$ 5,387.36
<u>FY 2024</u>		
1st QUARTER	1299.7	\$ 5,718.55

*Outbound tons of waste transferred to landfill
**Host fee received by the City

Fiscal Impact:

The proposed Host Fee will establish a rate of \$4.08 per ton of waste transferred to a landfill, inflated annually on July 1st, using the Consumer Price Index (CPI) for all urban consumers, CUURS49BSA0, not seasonally adjusted, all items index—San Francisco-Oakland-Hayward, CA. The Host Fee amount that is received by the City to offset the impacts to the community, related to the recycling and transfer station, will fluctuate depending on the actual tons of waste that are transferred to the landfill.

At the proposed rate of \$4.08, at the most recent transfer volume, the Host Fee amount received by the City would be approximately \$22,000 per year.

Alternatives:

Do not approve the proposed Host Fee Agreement and utilize the Interim Host Fee Agreement into the future.

Recommendation:

Adopt a Resolution to approve the proposed Host Fee Agreement between the City of Yuba City and Recycling Industries

Attachments:

1. Attachment 1 - Resolution - Host Fee Agreement
2. Attachment 2 - Host Fee Agreement (2024)
3. Attachment 3 - Interim Host Fee Agreement
4. Attachment 4 - Host Fee - R3 Recommendation Memo

Prepared By:
Shannon Sardo
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A HOST FEE AGREEMENT WITH
RECYCLING INDUSTRIES**

WHEREAS, Recycling Industries “Operator” currently operates a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive, located within the corporate limits of the City (“Property”); and

WHEREAS, in 2014, the City approved Use Permit (“UP”) 12-01, which allowed the applicant to convert its recycling center into a Large Volume Transfer Station (“LVTS”)

WHEREAS, the City further approved the Application for the siting of the proposed Transfer Station with or without conditions, and State of California, Cal Recycle, and the County of Yuba Environmental Health Department, the Local Enforcement Agency (LEA) issued a Solid Waste Facility Permit (SWFP) #51-AA-0008 for the development and operation of the Transfer Station, and if the Operator develops, constructs and operates the Transfer Station, the Operator is willing to pay to the City, and the City desires to accept Host Fees to defray the costs to the City of hosting the LVTS and development of the Project as hereinafter set forth.

WHEREAS, the Operator applied to modify its previously approved use of the Property to operate the revised LVTS to receive not more than 100 tons of materials per day (“Project”), which required a Development Permit (“DP”), Use Permit and appropriate Environmental Assessment (“EA”) of the Project;

WHEREAS, the Operator applied for DP 17-03, UP 17-05, and EA 17-10 to construct and operate the Project;

WHEREAS, the Operator shall comply with the terms of the SWFP and applicable conditions as identified in the State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.

WHEREAS, on February 5, 2019, the City Council of the City approved Resolution No. 19-005, denying an appeal of the Planning Commission of the City’s approval of the Project, thereby approving DP 17-03, UP 17-05, and EA 17-10 for the construction and operation of the Project;

WHEREAS, Condition No. 35 of Resolution No. 19-005 requires that, prior to use of the new building for the Project, the Operator is to negotiate a “Host Fee” with the City, calculated based upon the amount of garbage that is ultimately transferred to the Landfill by the Operator;

WHEREAS, on August 17, 2021, the City Council approved, and the City and Recycling Industries entered into the Interim Host Fee Agreement;

WHEREAS, the Interim Host Fee Agreement requires a New Agreement be negotiated between both parties that will replace the Interim Agreement and establish an annual adjustment to the Host Fee; and

WHEREAS, the Parties now wish to enter into this New Agreement to memorialize their

understandings on the Operator's obligation to pay City a Host Fee for the operation of the Project.

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

1. The City Council approves the Host Fee Agreement with Recycling Industries, which was presented to the City Council on this date, as part of the report for this agenda item.
2. The City Manager is hereby authorized to execute the Host Fee Agreement with Recycling Industries, in a form substantially the same as that approved by the City Council on this date, and as approved as to form by the City Attorney.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 6th day of February, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RECYCLING INDUSTRIES INC.

HOST AGREEMENT

with

THE CITY OF YUBA CITY

This HOST AGREEMENT ("Agreement") is executed this ___ day of _____ 2024 ("Effective Date"), by and between the City of Yuba City, a California municipal corporation ("City") and Recycling Industries, Inc, a California Corporation ("Operator"). City and Operator shall each be referred to as "Party" or collectively as "Parties."

RECITALS

A. Operator currently operates a recycling center under Use Permit ("UP") 07-12 at 140 Epley Drive, located within the corporate limits of the City ("Property"); and

B. In 2014, the City approved UP 12-01, which allowed the Operator to convert its recycling center into a Large Volume Transfer Station ("LVTS")

C. Operator applied to modify its previously approved use of the Property to operate the revised LVTS to receive not more than 100 tons of materials per day ("Project"), which required a Development Permit ("DP"), UP, and appropriate Environmental Assessment ("EA") of the Project;

D. Operator applied for DP 17-03, UP 17-05, and EA 17-10 to construct and operate the Project and received those approvals attached hereto as Exhibit "B" ("Approvals");

E. The City further approved the application for the siting of the proposed Transfer Station with or without conditions. The State of California, Cal Recycle, and the County of Yuba Environmental Health Department, the Local Enforcement Agency ("LEA") issued Solid Waste Facility Permit ("SWFP") #51-AA-0008, a copy of which is attached hereto as Exhibit "C", for the development and operation of the Project. If the Operator develops, constructs and operates the Project, the Operator is willing to pay to the City, and the City desires to accept Host Fees to defray the costs to the City of hosting and development of the Project as hereinafter set forth.

F. Operator shall comply with the terms of the SWFP and applicable conditions as identified in the State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.

G. On February 5, 2019, the City Council of the City approved Resolution No. 19-005, denying an appeal of the Planning Commission of the City's approval of the Project, thereby approving DP 17-03, UP 17-05, and EA 17-10 for the construction and operation of the Project;

H. Condition No. 35 of Resolution No. 19-005 requires that, prior to use of the new

building for the Project, the Operator is to negotiate a “Host Fee” with the City, calculated based upon the amount of garbage that is ultimately transferred to the landfill by the Operator;

I. The Parties wish to enter into this Agreement to memorialize their understandings on the Operator’s obligation to pay City a Host Fee for the operation of the Project, based upon the City’s evaluation of all costs it bears in hosting the Project. This Agreement shall constitute the “New Agreement” referenced in the “Interim Host Fee Agreement” dated August 17, 2021, and shall supersede and replace the Interim Host Fee Agreement, with the changes to the Host Effect Rate taking place the first day of the month after the Effective Date of this Agreement.

NOW, THEREFORE, the preceding recitals and all cited permits and conditions are incorporated by reference and in consideration of the mutual obligations undertaken herein, the receipt and sufficiency of which are hereby acknowledged. It is mutually understood and agreed by the Operator and the City as follows:

1. **Definitions.** When used in this Agreement, all definitions shall be consistent with Title 27, Division 2 Definitions, Section 20164 (CCR), the following terms shall have the following meanings:

"Act" shall mean The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et seq), as amended from time to time, which, in part, directs all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling, and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

"ADC" shall mean Alternative Daily Cover.

"Applicable Law" shall mean all statutes, rules, regulations, guidelines, actions, determinations, permits, orders, or requirements of the United States, State of California, County, City, and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Transfer Station, the Property, or the performance of the Parties’ respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Sutter County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

"Construction and Demolition Debris", or "C&D Debris" shall mean solid waste that is source separated or separated for reuse, solid waste, and recyclable materials, including commingled and separated materials, that result from construction work, that are not hazardous, that contain no more than 10% putrescible wastes by volume calculated on a monthly basis, and that the putrescible wastes do not constitute a nuisance, as determined by the LEA.

"Effective Date" shall mean the date on which this Agreement is executed, as shown at the

top of the first page of this Agreement.

"Green Material" shall have the meaning ascribed under 14 Cal. Code of Regulations Section 17582(a)(21), as amended, which is currently defined as "any plant material except food material and vegetative food material that is separated at the point of generation, contains no greater than 1.0 of percent physical contaminants by dry weight, and meets the requirements of section 17868.5. Green material includes, but is not limited to, tree and yard trimmings, untreated wood wastes, natural fiber products, wood waste from silviculture and manufacturing, and construction and demolition wood waste. Green material does not include food material, vegetative food material, biosolids, mixed material, material separated from commingled solid waste collection or processing, wood containing lead-based paint or wood preservative, or mixed construction and demolition debris. Agricultural material, as defined in this section 17852(a)(5), that meets this definition of "green material" may be handled as either agricultural material or green material."

"Host Fee" shall mean the payments by the Operator to the City for each ton of Permitted Waste and Recyclables delivered to a Landfill, which the Operator has agreed to pay to the City pursuant to the Conditions of Approval for the Transfer Station. Any Green Material delivered to a duly licensed organics composting facility shall be excluded from the calculation of Host Fees.

"Host Fee Rate" shall mean the per ton Host Fee paid by the Operator to the City in the amount and as provided in Section 4 herein.

"Household Hazardous Waste" or "HHW" shall mean material used in residences that may threaten human health or the environment when improperly discarded, usually having one or more of the following characteristics: flammable, toxic, corrosive, and/or reactive.

"Household Waste" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means any solid waste (including garbage, trash, and sanitary waste in septic tanks) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas).

"LEA" shall mean the Local Enforcement Agency designated by the City as the Sutter County Environmental Health Services to enforce the provisions of the Solid Waste Permit.

"Landfill" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means a waste management unit at which waste is discharged in or on land for disposal. Landfill does not include surface impoundment, waste pile, land treatment unit, injection well, or soil amendments.

"Operations Date" shall mean the first day of business at which Permitted Waste is accepted at the Transfer Station.

"Operator" shall mean Recycling Industries, Inc and shall include its successors.

"Permitted Waste" shall mean refuse, as defined in 27 CCR Section 20164, and further includes, without limitation: Household Waste, C&D Materials, Green Material, E-Waste, and HHW, which the Transfer Station may receive under its Permits and Applicable Law.

"Property" shall mean a parcel of land approximately located at 140 Epley Drive, Yuba City, CA, as more particularly described on Exhibit A to this Agreement, which the Operator proposes to use for the development, construction, and operation of the Transfer Station.

"Project" shall have the meaning set forth in the Recitals.

"Recyclables" shall mean any recyclable materials, whether or not source separated, which the Operator determines to accept.

"TPR" shall mean the Transfer Processing Report on file with the LEA and the City for this property.

"Transfer Station" or "LVTS" shall mean the transfer station, as defined in section 40200 of the Act, to be developed, constructed, and operated on the Property and subject to this Agreement.

Any term not otherwise attributed to it shall have the same meaning as defined under the Act.

2. **Term of Agreement.** This Agreement shall be valid beginning on the Effective Date first written above reflecting the date of approval of this Agreement by the Council of City and shall continue for ten (10) years from the Effective Date, subject to the right of the City, in its discretion, to approve one or more extensions totaling up to five (5) additional years, with the option to review the Host Fee if a change in entitlement should affect the allowed tonnage volume. Operator hereby acknowledges that the Host Fee complies with legal requirements and bears an appropriate nexus to the City's need to address those impacts identified under the California Environmental Quality Act (CEQA), as described further in the 2019 mitigated negative declaration (MND) for Use Permit 12-01 approved for the Transfer Station. The City reserves the right to analyze the applicable Host Fee Rate during the Term and the Parties hereby acknowledge and agree that they will negotiate in good faith a new per ton Host Fee Rate to apply based on any updated nexus study to be prepared by City's selected waste services consultant.
3. **Authorization for Transfer Station Development, Construction, and Operation.** The Operator shall be responsible for obtaining all permits and authorizations necessary under applicable law for the development, construction, and/or operation of the Transfer Station on the Property. Operator shall provide the City with a reasonable opportunity to review and comment upon any application to modify or amend any permit before such is filed, provided that the City's approval cannot be unreasonably withheld, conditioned, or delayed. Operator acknowledges that its experience and expertise are material considerations of the

City in entering into this Agreement. As such, Operator shall not assign this Agreement or operations of the Transfer Station to any third party as described herein, without the express prior written consent of the City, not to be unreasonably withheld, conditioned, or delayed. An assignment for purposes of this provision includes any sale, exchange, or other transfer to a third party of more than twenty-five percent (25%) of Operator's assets dedicated to operating the Transfer Station; or selling, exchanging, or otherwise transferring twenty-five percent (25%) or more of the then-outstanding ownership interests of Operator to a person other than the family members of any owner. Any other transfer shall be subject to City's reasonable review.

4. Host Fees. From and after the Operations Date, the Operator shall pay to the City Host Fees at the Host Fee Rate based on the monthly tonnage of Permitted Waste and Recyclables delivered to a Landfill, as provided in this Section 4 below.

- a. Host Fee Rate. The Operator shall pay to City Four and 08/100 Dollars (\$4.08) per ton ("Host Fee Rate") of Permitted Waste and Recyclables delivered to a Landfill; to be adjusted for inflation each year on July 1st. Rate adjustments shall be based on changes to the Consumer Price Index (CPI) for all urban consumers, CUURS49BSA0, not seasonally adjusted, all items index—San Francisco-Oakland-Hayward, CA as published by the Bureau of Labor Statistics (BLS). The percent changes in the CPI shall be computed using the current and prior year April values for this index. If this index is discontinued, it will be replaced by the index that most closely approximates the discontinued index, which index shall be approved by the Contract Administrator. The annual CPI adjustment to rates shall never be less than 0 percent or greater than 3.0 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in future rate adjustments; provided, however, that the total amount of any future adjustment remain within the above range.
- b. Books and Records. The Operator shall maintain complete and accurate books and records of Permitted Waste and Recyclables deposited at the Transfer Station sufficient to determine the amount of Host Fees payable to the City, including, without limitation, weight tickets for all Permitted Waste and Recyclables deposited at the Transfer Station as well as weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill, , buyback recycling facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type. Such books and records shall be available for inspection and copying by the City or its agent upon reasonable notice of not less than 48 hours at the Transfer Station during operating hours of the Transfer Station, or as otherwise required by this Agreement or any conditions of siting approval;
- c. Payment Method. Remit Host Fees payable to the City on a quarterly basis not later than the last calendar day of the calendar month following the end of each calendar quarter, for the preceding calendar quarter, beginning on January 31, 2024.
- d. Accounting. Operator shall keep daily accurate and complete records of Transfer Station operations with respect to vehicular weight and tonnage of inbound Permitted Waste and Recyclables delivered to a Landfill, buyback recycling

facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type. Such records shall be in paper, electronic, magnetic or other media in sufficient detail to allow Operator to calculate, and City to corroborate, the Host Fee, any tonnage received at the Transfer Station, any Landfill, buyback recycling facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type so as to allow City to determine compliance with the provisions of this Agreement. Submit with each payment of Host Fees to the City an accounting by month of the amount of fees payable to the City and all tonnage of Permitted Waste and Recyclables deposited at the Transfer Station during the calendar quarter for which payment is made and weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill, buyback recycling facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type for the same period. City acknowledges that the Permitted Waste or Recyclables deposited at the Transfer Station shall not be subject to payment of the Host Fee or other separate City fee, and that the information of such materials deposited at the Transfer Station is merely sought to assist the City in better ascertaining the flow of such materials into and out of the Transfer Station.

- e. Audit. The City shall cause a copy of any report of an audit by the City of the books and records of the Transfer Station delivered to the Operator and Permitted Waste and Recyclables delivered to a Landfill within thirty (30) calendar days from receipt thereof. If any such audit report establishes that there has been an underpayment of Host Fees to the City, the Operator shall remit the amount of the underpayment to the City within thirty (30) calendar days from receipt from the City of notice of the underpayment and a copy of the report plus a late fee equaling five percent (5%) of the amount of the shortfall. If any such audit report establishes that there has been an overpayment to the City, the Operator may take a credit against amounts otherwise payable to the City in the amount of the overpayment; or if there are no such amounts against which to take a credit. The City shall remit the overpayment to the Operator within thirty (30) calendar days from the City's receipt of the audit report and a written demand from the Operator.
- f. Payment Disputes. The City must notify the Operator in writing of any dispute regarding payment of Host Fees to the City within two (2) years from the last calendar day of the month for which disputed fees are payable. Otherwise, any such dispute is deemed waived;
- g. Reimbursement of Costs. The Operator shall not be required to pay or reimburse the City, or otherwise compensate the City or its agent for costs incurred in connection with inspecting, copying or auditing of books and records of the Transfer Station. However, if a dispute arises between the City and the Operator regarding the amount of Host Fees payable to the City, and the City determines that it is necessary to conduct a special audit in connection with such dispute, the Operator shall reimburse the City for fifty percent (50%) of the reasonable costs incurred by the City in connection with such special audit.
- h. Confidentiality. The City acknowledges that the books and records of the Transfer Station contain information which constitutes trade secrets. The City shall

treat all information obtained from inspection and copying of books and records of the Transfer Station as confidential and shall neither disclose nor permit disclosure of such information to persons other than the City, its employees or agents only as required by law or in a legal action subject to a protective order. The Operator may redact trade secrets or other confidential information from books and records of the Transfer Station prior to inspection or copying by the City or its agents, provided such redactions do not include numerical or other information required to determine the amount of Host Fees payable to the City.

- i. Effect of Termination of Agreement. If this Agreement is terminated, Host Fees shall be paid to the date of termination and no further payments of Host Fees shall be due from the Operator to the City.
 - j. Calibration of Scales. The Operator shall test and calibrate all scales at the Transfer Station in accordance with Applicable Law. Upon City request, it shall provide the City with copies of scale testing results, including but not limited to any results from State-conducted inspections. The Operator shall further cause its qualified contractor to test and calibrate any or all scales upon written request therefore by the City, within three (3) days of such request; provided that if Operator can demonstrate to City that completion of such test and calibration is delayed by the LEA, said three (3)-day timeline shall be extended for the period of the delay caused by the LEA. If such test results indicate that the scale or scales comply with Applicable Law, the City will reimburse the Operator the direct costs of such tests, not including the cost of personnel time utilized in conduction such test. If City-requested test results indicate that the scale or scales did not comply with Applicable Law, then all weight measurements recorded and Host Fees calculated, charged and paid, as the case may be, from the date of such request, shall be adjusted and corrected consistent with the results of such test. Commercial collection vehicles and transfer trucks shall be assigned a number for weighing purposes. Tare weights shall be checked at least annually or promptly upon reasonable City request, but not more than twice per year.
5. **Benefits to the Transfer Station.** In consideration for the Operator's agreement to locate the Transfer Station in the City, and for Host Fees as provided in this Agreement, the City shall not levy any new taxes or assess any fees which are not uniformly assessed but rather are assessed upon a class based on the ownership or operation of a waste transfer station or solid waste management facility and which directly impact the services rendered by the Operator.
6. **Assignment of Agreement.** This Agreement shall be binding on the Operator, its successors and assigns. This Agreement shall be deemed to be a covenant running with the land.
7. **Default.**
- a. If Operator or the City commits a material breach of this Agreement in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure

the breach. If the breaching party fails to cure the breach during such period, the breaching party shall be in default;

- b. If Operator or the City commits a material breach of this Agreement other than in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure the breach, or a longer period if the breaching party has diligently attempted to cure the breach during such period but has been unable to do so. If the breaching party fails to cure the breach during such period, as extended, the breaching party shall be in default;
- c. The City recognizes that the cure of breach may require regulatory approval from the LEA or some other regulatory agency and that the time of preparation of a request for such approval as well as the time it takes for the regulatory agency to review such a request shall be part of the cure period;
- d. In the event that either party is in default under this Agreement, the party not in default shall have the right to enforce all rights and remedies under this Agreement, as well as to pursue any other remedy now or hereafter available under applicable law; and
- e. Nothing in this Agreement to the contrary shall delay or hinder the immediate enforcement of this Agreement, ordinance or law which may, in any manner, negatively impact the public health, safety or welfare.

8. Enforcement of Agreement. In any action to enforce this Agreement, the non-defaulting party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with such action.

9. Indemnification. The Operator shall defend, indemnify and hold the City, its agents, servants, officers, employees, consultants and attorneys harmless from and against all third-party claims, judgments, orders, fines, penalties and other liabilities (including without limitation reasonable attorney's fees and costs) resulting from the acts or omissions or negligence of the Operator during operation by the Operator of the Transfer Station or arising out of this Agreement.

10. Compliance with Applicable Laws. The Operator shall conduct operations at the Transfer Station in accordance with all applicable federal, state, and local laws.

11. General Provisions.

- a. Amendments. This Agreement may be terminated, amended or otherwise modified only by written agreement duly executed on behalf of the City and the Operator;
- b. Captions. Captions in this Agreement are for the convenience of reference only and do not affect this Agreement or its interpretation;
- c. Exclusivity. This Agreement sets forth the entire, final and exclusive Agreement and understanding of the City and the Operator in respect to the matters covered hereby;

- d. Governing Law, Venue and Jurisdiction. This Agreement and all disputes hereunder shall be governed by the laws of the State of California.
- e. Notification. All notices and other correspondence required permitted under this Agreement shall be given at the following addresses or such other addresses as the City or the Operator may in writing designate: If mailed, two (2) days after being deposited in the U.S. mail, registered or certified, return receipt requested, to the address shown above; or if deposited with a commercial courier for next day delivery, one (1) day after being so deposited,
- f. Recitals. The Recitals are a part of this Agreement;
- g. Severability. If any provision of this Agreement or any document executed in connection herewith shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein or therein shall not be affected or impaired. In such case, the Parties shall achieve the purpose of the involved provision by agreeing to a new, legally valid and enforceable provision, which shall become part of this Agreement or such document;
- h. Singular and Plural. The use of the singular form includes the plural and use of the plural form includes the singular;
- i. Third Parties. Nothing in this Agreement is intended to confer any right or remedy on any person other than the City and the Operator, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the City or the Operator, nor to give any such third person any right of action or subrogation against the City or the Operator;
- j. Waiver. The failure of the City or the Operator at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by the City or the Operator, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the City of Yuba City, County of Sutter, State of California, on the date set forth above.

	CITY OF YUBA CITY, a California municipal corporation
ATTEST:	By: _____ Mayor
_____ City Clerk	
APPROVED AS TO FORM:	
_____ City Attorney	RECYCLING INDUSTRIES, INC, a California corporation
	By: _____
	Name: _____
	Its: _____
	By: _____
	Name: _____
	Its: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

6

EXHIBIT "A" – RESULTANT LOT

THE LAND DESCRIBED IN THIS DOCUMENT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SUTTER, CITY OF YUBA CITY, AND IS DESCRIBED AS FOLLOWS:

LOT 36, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "GARDEN HIGHWAY INDUSTRIAL PARK", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON FEBRUARY 4, 1981 IN BOOK 12 OF SURVEYS, PAGES 121, 122, 123 AND 124.

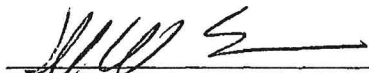
TOGETHER WITH A PORTION OF LOT 37 AS SHOWN UPON SAID "GARDEN HIGHWAY INDUSTRIAL PARK", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 37; THENCE SOUTH 73°22'45" WEST ALONG THE SOUTH LINE OF SAID LOT 37 A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE NORTH 16°37'15" WEST ALONG THE WEST LINE OF SAID LOT 37 A DISTANCE OF 100.00 FEET; THENCE NORTH 73°22'45" EAST A DISTANCE OF 1.00 FOOT; THENCE NORTH 16°37'15" WEST PARALLEL WITH SAID WEST LINE OF LOT 37 A DISTANCE OF 32.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 37; THENCE NORTH 73°22'45" EAST ALONG SAID NORTH LINE OF LOT 37 A DISTANCE OF 329.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 37; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF SAID LOT 37 A DISTANCE OF 132.00 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBONS AS CONVEYED TO STOCK PETROLEUM CO., INC., IN DEED RECORDED FEBRUARY 27, 1980 IN BOOK 983, PAGE 79, SUTTER COUNTY OFFICIAL RECORDS.

ALL TOGETHER COMPRISING A SINGLE PARCEL CONTAINING 2.00 ACRES, MORE OR LESS, PURSUANT TO CITY OF YUBA CITY LOT LINE ADJUSTMENT NO. 2018-02.

THIS DESCRIPTION IS BASED UPON RECORD INFORMATION AND NOT A FIELD SURVEY.


JEFF SPENCE
LS7414



2/11/2020.
DATE

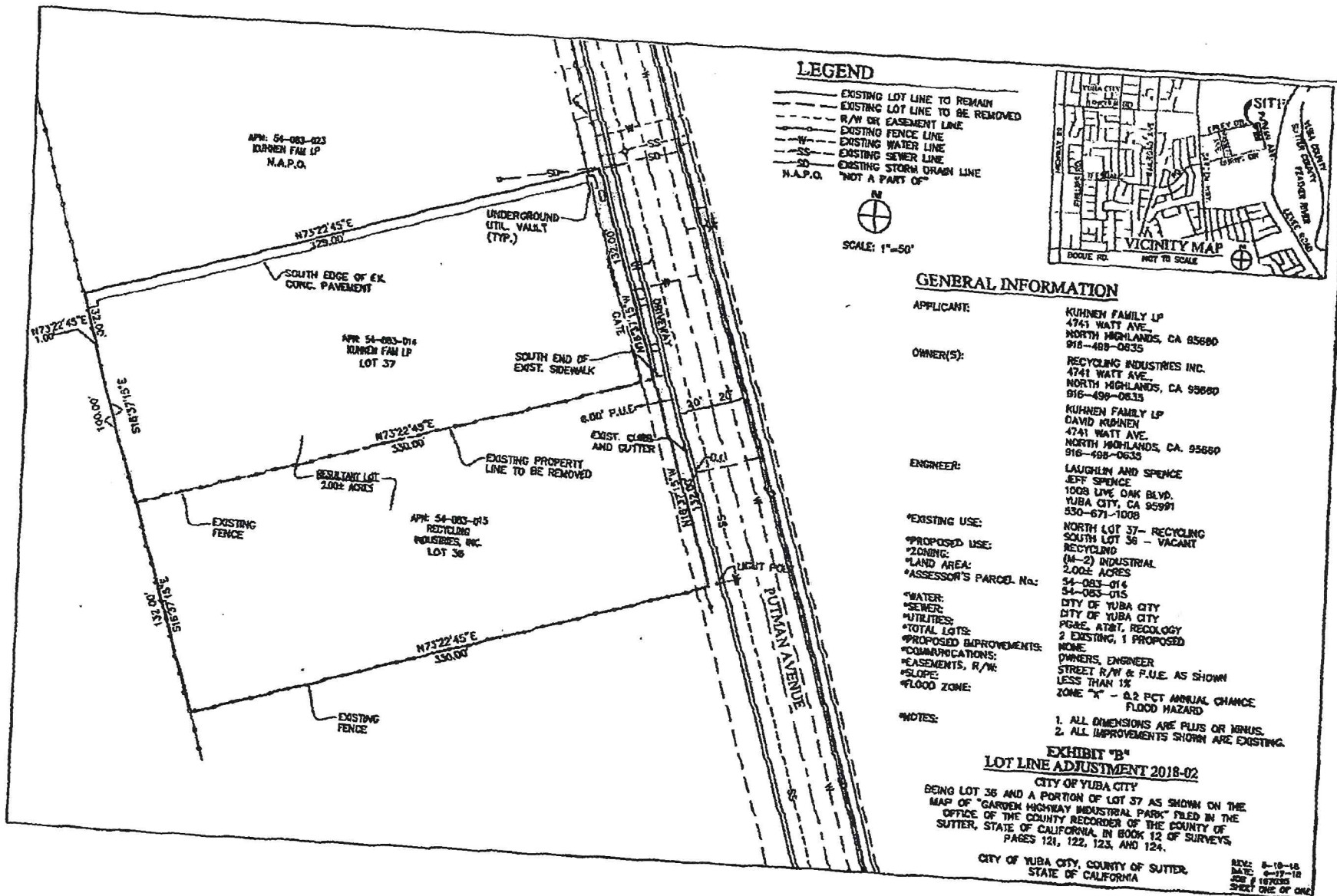


EXHIBIT “B”

APPROVALS

RESOLUTION NO. 19-005

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DENYING THE APPEAL OF, AND AFFIRMING THE DECISION OF, THE PLANNING
COMMISSION'S APPROVAL OF DEVELOPMENT PERMIT NO. 17-03, USE PERMIT NO. 17-
05, AND ENVIRONMENTAL ASSESSMENT NO. 17-10 (SUBSEQUENT MITIGATED
NEGATIVE DECLARATION), FOR PROPERTY LOCATED AT 140 EPLEY DRIVE
(RECYCLING INDUSTRIES, INC.), AND INDEPENDENTLY APPROVING AND ADOPTING
ENVIRONMENTAL ASSESSMENT NO. 17-10 (SUBSEQUENT MITIGATED NEGATIVE
DECLARATION), DEVELOPMENT PERMIT NO. 17-03, AND USE PERMIT NO. 17-05, WITH
CONDITIONS**

WHEREAS, Recycling Industries (applicant) currently operates a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive; and

WHEREAS, in 2014, the City approved Use Permit (UP) 12-01, which allowed the applicant to convert its recycling center into a Large Volume Transfer Station (LVTS); and

WHEREAS, prior to said approval the City also prepared an environmental assessment as required by the California Environmental Quality Act (CEQA) resulting in a finding of a mitigated negative declaration (MND) per Environmental Assessment (EA) 12-2 (2014 MND); and

WHEREAS, the applicant has yet to develop the site as approved per UP 12-01, and has received two extensions from the City such that use under the UP 12-01 must commence by no later than July 23, 2020, or UP 12-01 could become null and void for inaction; and

WHEREAS, the applicant is proposing to modify its previously approved use of the property to a revised Large Volume Transfer/Processing Solid Waste Facility Permit (SWFP); and

WHEREAS, said revisions require a Development Permit (DP), UP and appropriate Environmental Assessment (EA) of the project; and

WHEREAS, applicant submitted an application to the City for DP 17-03, UP 17-05, and EA 17-10; and

WHEREAS, an initial study was prepared for the project, resulting in a proposed Subsequent MND; and

WHEREAS, the City issued a notice of intent to adopt the Subsequent MND on November 16, 2018, and provided a review period regarding the proposed mitigated negative declaration; and

WHEREAS, under the City's Municipal Code, the Yuba City Planning Commission is authorized to review and approve the Development Permits, Use Permits and environmental assessments for associated projects on behalf of the City; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law; and

WHEREAS, the Planning Commission received and reviewed DP 17-03, UP 17-05, and EA 17-10 at a duly noticed meeting on November 28, 2018; and

WHEREAS, a public hearing was held, and the public was provided an opportunity to comment on DP 17-03, UP 17-05, and EA 17-10; and

WHEREAS, public testimony and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, as part of this review, the Planning Commission also conducted an assessment of the proposed project as required by CEQA; and

WHEREAS, after considering all public testimony and receiving information provided to date, the Planning Commission closed public testimony and granted, with modified conditions of approval, DP 17-03 and UP 17-05, as well as EA 17-10; and

WHEREAS, said adoption also included approval of a subsequent Mitigated Negative Declaration to the 2014 MND and its initial study (Subsequent MND) for the project, consistent with CEQA Guidelines section 15162, as set forth in EA 17-10; and

WHEREAS, on December 7, 2018, an appeal of the Planning Commission's action on approving the project was timely made on behalf of "Stop the Dump" and received by the City Clerk's office; and

WHEREAS, the City provided notice of the City Council hearing on the appeal as required by law; and

WHEREAS, on January 15, 2019, the City Council received and reviewed the appeals of the Planning Commission's decision granting UP 17-05 and EA 17-10 at a duly noticed meeting; and

WHEREAS, a public hearing was held, and the public was provided an opportunity to comment on the appeal of the Planning Commission decision; and

WHEREAS, public testimony and evidence, both written and oral, was considered by the City Council; and

WHEREAS, after considering all public testimony and receiving information provided to date, the City Council closed public testimony and deliberated on the appeal based on the evidence in the administrative record; and

WHEREAS, after consideration of public testimony and information in the record, the City Council determined that after including the modified Conditions of Approval as supported by Appellant Stop the Dump, and accepted by applicant Recycling Industries, there was substantial evidence in the record that the UP complied with the City's Municipal Code and that there was no evidence of new significant environmental effects, as documented in the Subsequent MND; and

WHEREAS, the City Council continued consideration of the appeal and project until the next regularly scheduled City Council meeting, so as to also concurrently consider the appeal of DP 17-03 regarding the Project; and

WHEREAS, on February 5, 2019, the City Council held a duly-noticed hearing to consider the appeal of DP 17-03, UP 17-05, and EA 17-10; and

WHEREAS, a public hearing was held, all documents and comments from the January 15, 2019, were incorporated into the record, and the public was provided an opportunity to comment on the appeal and the project; and

WHEREAS, after considering all public testimony and receiving information provided to date, the City Council closed the public hearing and deliberated on the appeal based on the evidence in the administrative record; and

WHEREAS, after consideration of said public testimony and information in the record, the City Council determined that there was substantial evidence in the record that the project complied with the City's Municipal Code and requirements for issuance of a Development Permit and User Permit for the operations as proposed; and

WHEREAS, the City Council did not find any substantial evidence in the record that DP 17-03 or UP 17-05 failed to comply with specific requirements of the City's Municipal Code as applicable, or which would require overturning the Planning Commission decision and denial of either DP 17-03 or UP 17-05; and

WHEREAS, the City Council also determined that the proposed project will not result in any adverse effects which fall within the "Mandatory Findings of Significance" contained in Section 15065 of the State CEQA Guidelines, and with the mitigation imposed, there is no substantial evidence in the record that this project will have any direct, indirect or cumulative significant effects on the environment; and

WHEREAS, the City Council now desires to deny the appeal and uphold the decision of the Planning Commission to approve DP 17-03, UP 17-05, and EA 17-10 as further conditioned; and

WHEREAS, the City Council desires to approve and adopt Environmental Assessment No. 17-10 (Subsequent Mitigated Negative Declaration), Development Permit No. 17-03, and Use Permit No. 17-05, as further conditioned.

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

Section 1. Recitals. The City Council finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

Section 2. Administrative Record. The proceedings and all evidence introduced before the Planning Commission at the public hearing, including staff reports, attachments, and presentations, are hereby incorporated into the record of this proceeding. These documents, along with any staff reports, documents, testimony or evidence submitted to the City Council, including all documents specified under applicable State law including Public Resources Code section 21167.6(e), shall comprise the entire record of proceedings for any claims under CEQA.

Section 3. CEQA Findings.

- A. Subsequent MND. Pursuant to the authority and criteria contained in CEQA, the City, as the Lead Agency, has analyzed the proposed project and has prepared a Subsequent MND to the approved 2014 MND in order to evaluate the changes to the previously-approved project proposed by DP 17-03 and UP 17-05, (the foregoing collectively referred to herein as the proposed modified project) and to determine whether substantial changes in circumstances surrounding the property and the approved project per UP 12-10 (if any), and new information of substantial importance (if any), require further analysis under CEQA. The City Council also finds:
- i. No substantial changes are proposed in the project that will require major revisions of the 2014 MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - ii. No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - iii. There is no new information, which was not known and could not have been known at the time of the 2014 MND that the project will have significant effect not discussed in the 2014 MND.

The City Council has fully considered the original MND and the Subsequent MND, and finds that DP 17-03 and UP 17-05 are consistent with, and have been fully assessed by, the Subsequent MND, and that DP 17-03 and UP 17-05 are permits anticipated for the proposed modified project in the Subsequent MND, and are consistent with the purpose and intent of the Subsequent MND, and that the approval of EA 17-10 regarding said Subsequent MND by the Planning Commission was likewise consistent and appropriate. In this regard, based on the Council's independent judgement and analysis and record before it, the Council additionally finds as follows:

- i. The Subsequent MND reflects the Council's independent judgement and analysis;
- ii. The project mitigation -imposed, as described in the Initial Study and supporting documents, will avoid any potentially significant effects to a point where no significant adverse impact on the environment will occur, and there is no substantial evidence in the record that this project may have any direct, indirect or cumulative effects on the environment that are potentially significant and adverse.
- iii. The proposed project, as modified after the appeal, will not result in any adverse effects which fall within the "Mandatory Findings of Significance" contained in Section 15065 of the State CEQA Guidelines.
- iv. The mitigation measures described and specifically identified in the Mitigation Monitoring and Reporting Program are feasible and shall become binding upon the entity (such as the project applicant or the City) assigned thereby to implement the particular mitigation measures as identified in the Mitigation Monitoring and Reporting Program.

The City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the project has been adequately environmentally assessed as required by CEQA per EA 17-10. Additionally, the City Council also finds and determines that in light of the entire

administrative record and the substantial evidence before it, the project has been adequately environmentally assessed as required by CEQA per EA 17-10.

- B. Findings Regarding Recirculation: The Council further finds recirculation is not required by CEQA as the Development Plan, Use Permit and conditions approved were more – not less – stringent than those analyzed in the Subsequent MND, and were not mitigation measures or project revisions added to reduce a new, avoidable significant effect to insignificance. Further, the Planning Commission did not add these conditions of approval after determining that mitigation measures in the Subsequent MND were inadequate to ensure effects would be less than significant.

The project description originally utilized for the environmental document was based on the applicant's request. The environmental document analyzed that request and found that, with mitigation measures imposed, there were no potentially significant environmental impacts associated with the proposed expansion. While a reduced, smaller project than originally proposed was approved by the Commission, such reductions would serve to likewise reduce – not increase – impacts that were already less than significant with mitigation imposed.

The CEQA Guidelines explain that recirculation of a negative declaration is required if the negative declaration has been “substantially revised after public notice of its availability.” (14 C.C.R., § 15073.5(a).) The Guidelines expand on this language, explaining that:

- (b) A “substantial revision” of the negative declaration shall mean:
 - (1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or
 - (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.
- (c) Recirculation is not required under the following circumstances:
 - (1) Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.
 - (2) New project revisions are added in response to written or verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.
 - (3) Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.
 - (4) New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

The Commission added multiple conditions of approval for the project at the hearing below. Notably, none of the Commission's conditions of approval were mitigation measures or project revisions added to reduce a new, avoidable significant effect to insignificance. Further, the Planning Commission did not add these conditions of approval after determining that mitigation measures in the Subsequent MND were inadequate to ensure effects would be less than significant. That is, the Planning Commission did not identify any new significant effects that required new mitigation measures or project revisions or determine that proposed mitigation was inadequate, and no changes the Subsequent MND were made or warranted.

As explained in the Subsequent MND, and as the Council finds, all environmental effects would be less than significant after incorporation of mitigation proposed in the Subsequent MND, as the project is currently conditioned by the City Council. The additional conditions of approval required by the Planning Commission will further reduce environmental effects, but no further mitigation was required by CEQA. Thus, the Planning Commission's incorporation of conditions of approval is consistent with the text in the CEQA Guidelines, explaining that recirculation is not required when: "Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect." (14 C.C.R., § 15073.5(c)(3).) Thus, the Planning Commission's conditions of approval (and corresponding changes to the project description) do not meet the definition of a "substantial revision" as found in the CEQA Guidelines, and the City Council finds that recirculation was and is not required.

Likewise, with regard to the conditions of approval further modified by the City Council, the Council further finds recirculation is not required by CEQA as the Development Plan, Use Permit and conditions approved were more – not less - stringent than those analyzed in the Subsequent MND, and were not mitigation measures or project revisions added to reduce a new, avoidable significant effect to insignificance. Further, the City Council has not added these conditions of approval after determining that mitigation measures in the Subsequent MND were inadequate to ensure effects would be less than significant. As such, and consistent with the analysis as noted above and the record as a whole, the City Council finds that recirculation is not required.

Section 4. Adoption of Subsequent MND and Mitigation Monitoring and Reporting Program. Based on the foregoing, the City Council hereby adopts the Subsequent Mitigated Negative Declaration (EA 17-10) 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 mitigation imposed. The Department of Development Services located at Yuba City Hall at 1201 Civic Center Blvd., Yuba City, CA 95993 shall serve as the custodian of all documents or other material which constitutes the record of proceedings upon which the Council's adoption of this Subsequent Mitigated Negative Declaration is based. The Council authorizes and directs the Director of the Department of Development Services, or designee, to execute and file with the Sutter County Clerk, a Notice of Determination for the approval of the project that complies with the CEQA Guidelines.

Section 5. Findings Regarding UP. The City Council finds and determines that there is substantial evidence in the administrative record to support the City Council's review of the Planning Commission's adoption of revised conditions, as further amended by the City Council, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the UP. Additionally, the City Council also finds and determines that there is substantial evidence in the entire administrative record that the UP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the UP. The City Council further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

A. The proposal is consistent with the General Plan.

Basis for Finding: The property is zoned Industrial District (M-2) which is consistent with the existing General Plan designation of Manufacturing, Processing, and Warehousing.

The M-2 district permits recycling and collection facilities (including a LVTS) subject to the issuance of a Use Permit by the Commission.

- B. The site for the proposed use is adequate in size and shape to accommodate said use, public access, parking and loading, yards, landscaping, and other features required by the Municipal Code.

Basis for Finding: Under the revised project, the site has been increased from three to four acres. The expanded site will allow improved circulation and queuing, and will be adequate to accommodate the proposed LVTS facility and related operations. The proposed site plan is in conformance with the Zoning Regulations with perimeter landscaping and fencing, and will include the necessary site improvements to allow for a safe and efficient operation. Utilized areas of the site will be paved, directional signage will be provided, and stormwater runoff will be controlled. Truck loading docks will be provided to allow efficient transfer of material and prevent potential impacts to off-site circulation. The proposed flow of vehicle and truck traffic entering and exiting the site will minimize the potential for vehicular conflicts while allowing for a safe and efficient flow of traffic and facility use. The site has sufficient on-site space to prevent trucks from queuing on the public right-of-way in the event of a surge of visiting trucks to the site. To ensure that there is safe and efficient traffic movement at the site, the applicant is required to have an on-site traffic management plan as part of the Transfer/Processing Report document and will employ spotters to direct traffic. This will ensure that during material receiving hours, facility personnel will monitor and direct incoming traffic.

- C. The streets serving the site are adequate to carry the quantity of traffic generated by the proposed use.

Basis for Finding: The applicant is proposing to expand the facility from 100 tons per day (TPD) to a 300 TPD, however the Planning Commission, and City Council on appeal, have limited the maximum to 100 TPD. Regardless, traffic will increase in comparison to what exists today, however this increase was previously assessed per the 2014 MND for UP 12-01.

Estimated truck activity and employee travel associated with the project will occur while the facility is open from to refuse/waste from 7 a.m. – 5 p.m., Monday through Saturday with ancillary operations from 6 a.m. – 9 p.m., Monday through Saturday

Truck activity is expected to be relatively uniform across that period, but somewhat less truck travel is expected in the evening as the plant begins to wind down for the day.

- The project, as modified, will not reach the City's significance threshold. D. The site design and size and design of the buildings will complement neighboring facilities.

Basis for Finding: The design of the site meets the requirements of the Zoning Regulations relative to the provision of adequate parking and shading and buffer landscaping. The applicant is proposing to construct a new 21,600 sf transfer/processing building. The proposed building will be similar in size and design to the buildings built immediately to the south. The proposed building will be compatible with other nearby industrial buildings and will ensure that the proposed business operations are kept inside an enclosed space. Presently the project site is surrounded by a six-foot high chain-link fence and landscaping.

- E. The establishment or operation of the use or building applied for will not be detrimental to the health, safety, peace, comfort, and general welfare of persons residing or working in the vicinity of the proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Basis for Finding: The project site is suited for a LVTS. The surrounding uses are industrial in nature, while the nearest homes are located approximately 1,900 lineal feet from the site, thus the operation of the LVTS facility will not be detrimental or injurious to property or improvements in the neighborhood. As detailed in the Subsequent MND and the Transfer Processing Report (TPR), the proposed LVTS must incorporate multiple components to ensure its compatibility with the surrounding properties. These components, which are mandated by the State's application process, include:

- i. Station Control Plan which addresses:
 - Nuisance controls (i.e. daily cleanup of the site);
 - Dust control measures to mitigate on-site dust;
 - Vector and bird control measures to prevent these items from becoming nuisances;
 - Litter control measures;
 - Noise control measures;
 - Odor control measures; and,
 - Traffic control measures.
- ii. Records and Reporting Plan which addresses the types of on-going reporting required for the operation of the LVTS. This includes:
 - Employee training program;
 - Facility self-inspection program;
 - Health and safety program;
 - Hazardous waste reporting program;
 - Public complaint log; and,
 - A monitoring and inspection schedule report.

As the project is considered a Large Volume Transfer Station, the County of Yuba Environmental Management Department, Environmental Health Division (LEA), will be responsible for ensuring the project complies with all applicable State mandated requirements. Given this designation, the applicant will be responsible for monthly reporting to the LEA to ensure compliance with State requirements. Additionally, the LEA will also be responsible for enforcement of all local restrictions placed on the proposed use which includes key elements that ensure the compatibility of the use with the surrounding properties.

- F. The application satisfies at least one of the findings found in Title 6, Chapter 9, Article 6 of the Municipal Code.

Basis for Finding. Municipal Code Section 6-9.602. - Permits and entitlements, identifies findings including:

(a)The facilities of the State plan of flood control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in

nonurbanized areas;

(b) The City has imposed conditions on the permit or discretionary entitlement that will protect the project to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas;

(c) The local flood management agency has made adequate progress (as defined in California Government Code § 65007) on the construction of a flood protection by 2025 system that will result in flood protection equal to or greater than the urban level of flood protection in urban or urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas for property located within a flood hazard zone, intended to be protected by the system;

(d) The property in an undetermined risk area has met the urban level of flood protection based on substantial evidence in the record;

(e) The property is located in an area of potential flooding of three feet or less from sources other than local drainage or potential flooding from local drainage that meets the criteria of the national Federal Emergency Management Agency standard of flood protection; or

(f) The property is located within a watershed with a contributing area of ten or fewer square miles, as determined by the City.

This project complies with this finding as the Sutter Butte Flood Control Agency (SBFCA) is the "Local Flood Management Agency" for the Sutter-Butte Basin and as such, has the responsibility to prepare an annual report demonstrating adequate progress as defined in California Government Code Section 65007(a). SBFCA has prepared Adequate Progress Report Updates for ULOP and transmitted them to the Central Valley Flood Protection Board.

Section 6. Findings Regarding DP. The City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the DP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the DP. Additionally, the City Council also finds and determines that there is substantial evidence in the entire administrative record that the DP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the DP. The City Council further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

- A. The site for the proposed use is adequate in size and shape to accommodate said use, public access, parking and loading, yards, landscaping, and other features required by the Municipal Code.

Basis for Finding: See Basis for Finding in Section 5(B), which is incorporated herein as if set forth in full.

- B. The streets serving the site are adequate to carry the quantity of traffic generated by the proposed use.

Basis for Finding: See Basis for Finding in Section 5(C), which is incorporated herein as if set forth in full.

- C. The site design and size and design of the buildings will complement neighboring

facilities.

Basis for Finding: See Basis for Finding in Section 5(D), which is incorporated herein as if set forth in full.

- D. The application satisfies at least one of the findings found in Title 6, Chapter 9, Article 6 of the Municipal Code.

Basis for Finding: See Basis for Finding in Section 5(F), which is incorporated herein as if set forth in full.

Section 7. Appeal Denied. For all the foregoing reasons, and each of them, the City Council finds that there was no substantial evidence submitted into the administrative record that would warrant denial of either the DP or UP, including the CEQA for the project, as conditioned during the public hearing and appeal process. As such, the appeal is denied in its entirety.

Section 8. Use Permit Approved. For all the foregoing reasons, and each of them, the City Council upholds, after adding addition conditions, the Planning Commission approval of Use Permit 17-05, as further conditioned by the City Council. Further, for all of the foregoing reasons and based upon the substantial evidence in the record before it, and given that after the conditions and restrictions added by the Planning Commission and after the appeal, there is no substantial evidence in the administrative record that would warrant denial, the City Council also independently approves Use Permit 17-05 as further conditioned by the City Council as set forth in Exhibit "A."

Section 9. Development Permit Approved. For all the foregoing reasons, and each of them, the City Council upholds the Planning Commission approval of Development Permit 17-03, as further conditioned by the City Council. Further, for all of the foregoing reasons and based upon the substantial evidence in the record before it, and given that there is no substantial evidence in the administrative record that would warrant denial, the City Council also independently approves Development Permit 17-03 as further conditioned as set forth in Exhibit "A."

Section 10. Effective Date. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of February, 2019.

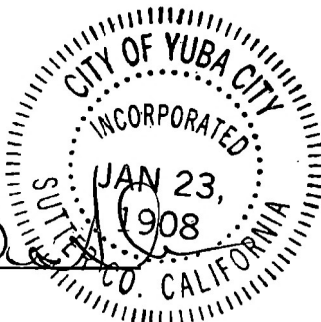
AYES: Councilmember Boomgaarden, Cardoza, Espindola, Shaw and Mayor Harris

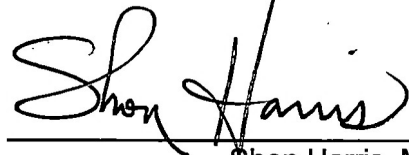
NOES: None

ABSENT: None

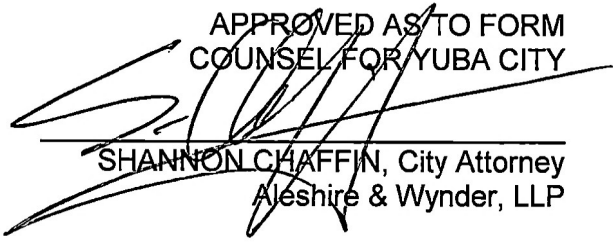
ATTEST:

Patricia Buckland, City Clerk




Shon Harris, Mayor

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY



SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLP

EXHIBIT A

CONDITIONS OF APPROVAL

Indemnification:

1. The applicant, operator, and/or property owner ("Applicant" herein) is required to enter into an agreement with the City agreeing to indemnify, defend, and hold harmless the City of Yuba City, its officers, attorneys, agents, employees, departments, commissioners, authorized volunteers, and boards ("City" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this land use approval, including without limitation any California Environmental Quality Act (CEQA) approval or any related development approvals or conditions whether imposed by the City, or not, except for City's sole active negligence or willful misconduct. This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued. The land use approval shall not become effective until Applicant executes a "Covenant to Indemnify."
 - a. Insurance – Applicant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this use under this entitlement adequate insurance for the proposed project as deemed necessary by a third-party waste management field expert as chosen by the Applicant. Any fee incurred by the City to receive the third-party recommendation will be paid by Applicant within 30 days. Such policy or policies shall be without any deductible amount (except as may be expressly authorized by the City), and shall be issued by companies authorized to do business in the state of California shall specifically protect City by naming City as additional insureds on the policies. The Applicant shall forward to the City updated certificates of insurance and endorsement(s) when policies are renewed or changed. The insurance required shall not be interpreted to relieve the Applicant of any other obligations or conditions of approval. The Applicant shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.
2. 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 90 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.

Materials:

3. The facility shall not receive more than 100 tons per day.
4. The facility shall only receive material generated within the Sutter and Yuba Counties.
 - a. Applicant will maintain logs showing location of waste received and shipped and provide copies of such logs once every ninety days to City.
5. Putrescible material: maximum of 10 percent of all material. Material shall be removed within 48 hours.
6. The facility shall not accept, store, or process:
 - a. Hazardous Material
 - b. Biohazardous Material
 - c. Medical Waste

If any of the above waste (hazardous, biohazardous or medical) is dumped illegally at the site, the operator shall take necessary steps to properly handle and dispose of such items listed.

7. Tires: Shall be stored in a bin no larger than 40 yards in size. A maximum of one tire bin shall be at the facility at any given time.
8. Green Waste:
 - a. No green waste shall be accepted via a packer truck, including side, front, or rear loaders.
 - b. Self-haul green waste may be accepted and processed.
 - c. Green Waste shall be removed within 48 hours of being accepted.
9. Pallets: Shall not be stacked taller than 6 feet in height outdoors.

Delivery of Material:

10. Except for source separated curbside recyclables, material may not be accepted via packer trucks. This includes side, front, or rear loaders.
11. Roll off bins of up to 50 yards may be accepted
12. The facility is closed Sunday. The facility is open from to refuse/waste from 7am – 5pm, Monday through Saturday with ancillary operations from 6am – 9pm, Monday through Saturday.

Storage:

13. All utilized areas, including storage areas, shall be paved.
14. Bundled, packaged, and/or palletized material shall be stored on paved areas.

Vector Control:

15. Operator shall follow all controls listed in Section 5.5 of Transfer/Processing Report (TPR).

Noise:

16. Operator shall contract with an independent acoustical engineer to measure noise being generated by the facility within 10 working days as requested by the City. Should noise levels exceed adopted City standards, said noise levels shall be reduced to acceptable levels within 24-hours. Noise levels shall not exceed City standards as measured at the property line.

Odor Control:

17. Operator shall comply with all provisions listed in Section 5.4 of TPR
18. Trucks shall be washed weekly off-site or on-site where solids in water can be captured before entering the City stormwater system. City-approved industrial cleaning facilities shall be specified as approved locations for washing, if such cleaning facilities are incorporated within City limits

Queuing:

19. All queuing of vehicles must be maintained on the Applicant's property. All employee vehicles must be parked on the Applicant's property.

There shall be no stacking and/or queuing of vehicles entering the facility and/or waiting to access the scale on the public right-of-way. "Public right of way" shall include Epley Drive, Garden Highway, Putman Avenue, Burns Drive, Hasset Avenue, and any alleys over which a public right of way has been retained.

Vehicles shall not be directed to leave the facility to avoid queuing; rather operational changes shall be implemented within 24 hours of notification by the City.

Processing:

20. All processing, sorting, compacting, shredding, baling, crushing, etc. of solid waste destined to a landfill shall occur indoors.
21. All green waste shall be stored indoors unless contained in a roll-off container and covered.
22. Storage of roll off bins destined to be dumped and processed at the site shall be properly covered, unless stored indoors.
23. During construction, contractor vehicles must be parked on Applicant's property, except to the extent to accommodate concrete, paving and asphalt work occurring on the property. Such work will be completed within 60 days, unless expressly approved by the Public Works director..

Litter Control:

24. Litter control shall be implemented as described in section 4.11.2 of the TPR report.

25. The transfer station operator shall manage the facility in such a manner that confines litter to the work area, which prevents litter from accumulating on other parts of the site and which prevents litter from being blown off the site.
26. The transfer station operator shall implement a program requiring transfer station users to securely containerize their load to avoid littering. The program shall be subject to the approval of the City.
27. Under windy conditions, the transfer station operator shall cover the refuse with City approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction.
28. The transfer station operator shall install portable litter fencing in the work area to intercept wind-blown debris.
29. The transfer station operator shall remove litter from the litter fencing and planting screens at least once a day. On site access areas shall be policed at least daily. The City may require more frequent policing to control the accumulation of litter.
30. The transfer station operator shall provide weekly (or more frequent) litter clean up along City right-of-way to and from the facility. The City may modify the frequency of clean up and/or area of coverage. If wind-blown litter from the transfer station reaches other properties, the Public Works Director may require the transfer station operator to remove the litter and the Director may require the operator to institute additional measures to prevent recurrence of the problem.
31. Paved roadways proximate to the site shall be cleaned as necessary when soil material has been carried by patrons of the facility onto public roadways. If the operator fails to do so upon notice, the City may clean the roadway at the operator's expense.
32. The transfer station operator shall post signs, as determined necessary by the City, along access roads to the transfer station noting littering and illegal dumping laws. The operator shall periodically publish these laws and operation hours in mailings postings, pamphlets or any advertisement, electronic or otherwise.
33. The transfer station operator shall post signs at the transfer station entrance noting the hours of operation.

Posting of Signs:

34. The transfer station operator shall post signs, at their expense, notifying patrons of littering regulations and the need to properly tarp their vehicles to minimize debris from exiting the vehicle onto the roadway and/or neighboring sites.

Host Fee:

35. Prior to use of the new building, the applicant will negotiate a "host Fee" with the City.. The Host Fee will be calculated based upon the amount of garbage that is ultimately transferred to the Landfill by the applicant.
 - a. Authorize the Community Development Director (or his designee) to approve minor technical amendments to the project Transfer Processing Report that do

not alter any Conditions of Approval, as necessary to accommodate final approval from the State of California.

- b. Any requests for modifications must be submitted to City Council for approval, if consistent with City Ordinances then in effect. Authorize the Community Development Director (or his designee) to provide all necessary approvals, which do not modify the conditions, required to obtain final approval from the State of California for the proposed Large Volume Transfer Station.

Public Works:

- 36. 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.
- 37. The applicant, 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 insure compliance.
- 38. Storage of construction vehicles/material is not allowed in the travel way.
- 39. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto the adjacent lands or impede the drainage from those properties. The rear yards and/or side yards of the parcel 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.
- 40. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
- 41. The Developer shall place, within the property boundary, an in-line separator on the storm drain line prior to the point of connection to the storm drain line in the City right-of-way. Property owner shall be responsible for all maintenance of the system.
- 42. 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 that all construction equipment is 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 CalTrans "Manual of Traffic Safety Controls for Construction and Maintenance Work Zones." 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."
- 43. Prior to paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
- 44. 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.
- 45. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting Maintenance District for the purpose of maintaining the street lights. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
- 46. All public street lighting shall be dedicated to the City of Yuba City.
- 47. Cross easements over all property not occupied by buildings shall be reserved in deeds for all underground utilities, ingress and egress, parking, drainage, landscaping, and the maintenance thereof to the benefit of all parcels involved in the division.
- 48. Prior to the issuance of a building permit, the property owner shall merge the parcels in to one parcel, or shall relocate the property lines between the parcels so they do not bisect any buildings.
- 49. The project, including phased improvements, shall comply with the City's Storm water Management and Discharge Control Ordinance (Title 4, Chapter 21 of the Yuba City Municipal Code).
- 50. Prior to the issuance of a building permit, the applicant shall provide evidence that a Notice of Intent has been submitted and received by the local Water Quality Control Board for a General Construction Activity Storm Water Permit. Two copies of the project Storm Water Pollution Protection Plan shall be provided to the City.
- 51. Prior to obtaining final occupancy approval, the applicant shall provide, to the Public Works Director, the name and contact information of the individual(s) who will be responsible for cleaning any debris in the City right-of-way resulting from the transfer station's operations.
- 52. Applicant to contact the State Water Resources Control Board to determine industrial general permit compliance.

Fire Department:

- 53. Obtain necessary permits from the Yuba City Fire Department.

CalRecycle:

54. Comply with letter November 5, 2018 and subsequent correspondence between CalRecycle and Larry Miner.

Feather River Air Quality Management District:

55. Comply with letter dated November 6, 2018 and subsequent correspondence between the FRAQMD and Larry Miner.

Sutter-Yuba Local Enforcement Agency:

56. Comply with letter dated November 5, 2018 and subsequent correspondence between the LEA and Larry Miner.

Central Valley Regional Water Quality Control Board:

57. Comply with letter dated October 30, 2018

Planning Commission Meeting Condition:

58. The mitigation measures identified in the initial study and mitigated negative declaration, which also include Appendix A of the Transfer Processing Report Assessment, shall be included as mitigation measures.

Additional Conditions

59. PROJECT DEADLINES: To prove good faith in completing this project in a timely manner, and to acknowledge that time is of the essence, the applicant must commence construction by March 31, 2020, and be substantially complete within 18 months of commencement. Failure to comply with either deadline will void modification of this Use Permit. Substantially complete is defined by City Code.
60. FUTURE USE PERMIT MODIFICATIONS AND EXTENSIONS:
- a. Given the repeated extensions of Use Permit 12-01, the City advises the Applicant future attempted modifications of this Use Permit will be, if consistent with City Ordinances then in effect, submitted to the City Council for review.
 - b. Additionally, if the Applicant fails to meet project deadlines outlined in Condition 59, the previous Use Permit 12-01 will not be eligible for extension and will expire if not effectuated.
 - c. City staff must notify Stop the Dump of the receipt of any applications for modification of this Use Permit when received and afford STD a minimum of 20 days to respond and request the opportunity to reply. Notice is presumed to have been properly provided to STD if mailed, emailed, faxed, or personally delivered to:

Bridgit Barnes, Esq.
Brigit S. Barnes & Associates, Inc.

3262 Penryn Road, Suite 200
Loomis, CA 95650
Tel: 916-660-9555
Fax: 916-660-9554
Email: bsbarnes@landlawbybarnes.com

EXHIBIT “C”
FACILITY PERMIT

SOLID WASTE FACILITY PERMIT		Facility Number: 51-AA-0008																																				
1. Name and Street Address of Facility: Recycling Industries Transfer Station 140 Epley Drive Yuba City, CA 95991 (530)671-2215	2. Name and Mailing Address of Operator: Recycling Industries Transfer Station 140 Epley Drive Yuba City, CA 95991	3. Name and Mailing Address of Owner: Kuhnen Family Limited Partnership (KFLP) 4741 Watt Avenue North Highlands, CA 95660																																				
4. Specifications: a. Permitted Operations: ☐ Solid Waste Disposal Site ☒ Transfer/Processing Facility (MRF) ☐ Composting Facility (MSW/green material/C&G) ☐ Transformation Facility ☐ Other: _____ b. Permitted Hours of Operation: Receipt of Refuse/Waste: 7:00 am – 5:00pm, Monday – Saturday Ancillary Operations/Facility Operating Hours: 6:00 am – 8:00 pm, Monday – Saturday c. Permitted Maximum Tonnage: 100 Tons per Day d. Permitted Traffic Volume: 238 Vehicles per Day e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations): <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 15%;">Total</th> <th style="width: 25%;">Disposal</th> <th style="width: 20%;">Transfer/Processing</th> <th style="width: 15%;">Composting</th> <th style="width: 10%;">Transformation</th> </tr> </thead> <tbody> <tr> <td>Permitted Area (in acres)</td> <td style="text-align: center;">3.0</td> <td></td> <td style="text-align: center;">3.0</td> <td></td> <td></td> </tr> <tr> <td>Design Capacity (ton)</td> <td></td> <td></td> <td style="text-align: center;">500</td> <td></td> <td></td> </tr> <tr> <td>Max. Elevation (Ft. MSL)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Max. Depth (Ft. MSL)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Estimated Closure Year</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Total	Disposal	Transfer/Processing	Composting	Transformation	Permitted Area (in acres)	3.0		3.0			Design Capacity (ton)			500			Max. Elevation (Ft. MSL)						Max. Depth (Ft. MSL)						Estimated Closure Year					
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Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.																																						
5. Approval: Tejinder S. Maan <u>Director of Environmental Health</u>		6. Enforcement Agency Name and Address: Yuba Sutter LEA Yuba County Environmental Health 915 8 th Street, Suite 123 Marysville, CA 95901-5273																																				
7. Date Received by CalRecycle: MAR 13 2015		8. CalRecycle Concurrence Date: MAR 27 2015																																				
9. Permit Issued Date: APR 02 2015	10. Permit Review Due Date: APR 02 2020	11. Owner/Operator Transfer Date:																																				

SOLID WASTE FACILITY PERMIT

Facility Number:

51-AA-0008

12. Legal Description of Facility:

The legal description of this facility boundary is described and mapped in the Transfer Processing Report dated November 2014. The facility is located within Sutter County Assessors Parcel Nos. 54-083-023 and 54-083-014.

13. Findings:

- a. The location of the facility is identified in the Regional Waste Management Authority Siting Element, (Non disposal Facility Element), pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2014052082) and certified by the City of Yuba City Planning Commission on July 23, 2014 regarding Use Permit 12-01. The Mitigated Negative Declaration describes and supports the design and operation which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on July 24, 2014.
- e. The operator will comply with all applicable federal, state, and local requirements and enactments, including mitigation and monitoring measures developed in accordance with any certified environmental documents filed pursuant to Public Resources Code (PRC) Section 21081.6 and administrative or enforcement orders of regulatory agencies with jurisdiction at this facility.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Transfer Processing Report and approved amendments thereto and as approved by the enforcement agency.

Mixed solid waste, from non-source separated recycling programs, in commercial compaction trucks. The only instance when this referenced waste can be accepted is with written authorization from City staff.

The facility cannot accept more than ten (10) percent putrescible material.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Transfer Processing Report	November 2014	Land Use and/or Conditional Use Permit	July 2014 July 2014
State Water Resources Control Board Waste Discharge ID # 5S511024147	March 2013	Hazardous Materials Storage Permit EPA ID# Cal-000-338-638	December 2008
Tire Program Identification # 1816129-01	February 2015	Covered Electronic Waste Collector CEW ID #110037	May 10, 2014
City of Yuba City Planning Division Initial Study and Mitigated Negative Declaration for Recycling Industries Transfer Station (SCH ##2014052082)	July 2014	City Of Yuba City Planning Division Conditional Use Permit 12-01.	July 2014

SOLID WASTE FACILITY PERMIT

Facility Number:

51-AA-0008

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period.

Program	Reporting Frequency
a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day.	Monthly
b. Tons of waste shipped from the facility per day.	Monthly
c. The types and quantities (in tons) of material that is source separated recyclables and mixed waste material which will be recovered for reuse, recycling and diverted from landfills, entering the facility per day.	Quarterly
d. The number and types of vehicles using the facility per day.	Monthly
e. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Monthly
f. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints.	Made Available for inspection
g. Log of Special Occurrences	Made Available for inspection
h. Documentation of Employee Training	Made Available for inspection
i. Report of station operations to the City of Yuba City	Annually
All records must be maintained on-site for review by the LEA during an inspection.	

SOLID WASTE FACILITY PERMIT

Facility Number:

51-AA-0008

17. Enforcement Agency (EA) Conditions:

- a. The design and operation of the facility shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14 of the California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq. and associated regulations.
- e. The EA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.
- f. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- g. The operator shall maintain a copy of the permit at the facility to be available at all times to facility personnel and EA personnel.
- h. Site traffic shall be controlled in such a manner as to minimize the contact between the public, public vehicles, commercial vehicles, and heavy equipment at all times.
- i. Hazardous waste found during the load checking process or sorting activity shall be either returned to the generator or placed in a hazardous waste bin by the end of the operating day.
- j. The maximum permitted daily tonnage for this facility is 100 tons per day, and shall not receive more than this amount without a revision of this permit.
- k. The EA reserves the right to request and receive from the operator any information that it deems necessary to conduct an inspection or to review and or write a Solid Waste Facility Permit.

ATTACHMENT 3

INTERIM HOST AGREEMENT

This INTERIM HOST AGREEMENT ("Agreement") is executed this 17th day of August, 2021, by the City of Yuba City, California, a California municipal corporation (the "City") and Recycling Industries, Inc, a California Corporation ("Operator"). City and Operator shall each be referred to as "Party" or collectively as "Parties."

WHEREAS, Operator currently operates a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive, located within the corporate limits of the City ("Property"); and

WHEREAS, in 2014, the City approved Use Permit ("UP") 12-01, which allowed the applicant to convert its recycling center into a Large Volume Transfer Station ("LVTS")

WHEREAS, the City further approved the Application for the siting of the proposed Transfer Station with or without conditions, and State of California, Cal Recycle, and the County of Yuba Environmental Health Department, the Local Enforcement Agency (LEA) issued a Solid Waste Facility Permit (SWFP) #51-AA-0008 for the development and operation of the Transfer Station, and if the Operator develops, constructs and operates the Transfer Station, the Operator is willing to pay to the City, and the City desires to accept Host Fees to defray the costs to the City of hosting the LVTS and development of the Project as hereinafter set forth.

WHEREAS, the Operator applied to modify its previously approved use of the Property to operate the revised LVTS to receive not more than 100 tons of materials per day ("Project"), which required a Development Permit ("DP"), Use Permit and appropriate Environmental Assessment ("EA") of the Project;

WHEREAS, the Operator applied for DP 17-03, UP 17-05, and EA 17-10 to construct and operate the Project;

WHEREAS, the Operator shall comply with the terms of the SWFP and applicable conditions as identified in the State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.

WHEREAS, on February 5, 2019, the City Council of the City approved Resolution No. 19-005, denying an appeal of the Planning Commission of the City's approval of the Project, thereby approving DP 17-03, UP 17-05, and EA 17-10 for the construction and operation of the Project;

WHEREAS, Condition No. 35 of Resolution No. 19-005 requires that, prior to use of the new building for the Project, the Operator is to negotiate a "Host Fee" with the City, calculated based upon the amount of garbage that is ultimately transferred to the Landfill by the Operator;

WHEREAS, the Parties wish to enter into this Agreement to memorialize their understandings on the Operator's obligation to pay City a Host Fee for the operation of the Project, which understandings are to apply on an interim basis, pending the City's evaluation of all costs it bears in hosting the Project.

NOW, THEREFORE, the preceding recitals are incorporated by reference herein and in consideration of the mutual obligations undertaken herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by the Operator and the City as follows:

1. **Definitions.** When used in this Agreement, all definitions shall be consistent with Title 27, Division 2 Definitions, Section 20164 (CCR), the following terms shall have the following meanings:

"Act" shall mean The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et seq), as amended from time to time, which in part, directs all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

"ADC" shall mean Alternative Daily Cover.

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Transfer Station, the Property or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Sutter County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement or one of the other Agreements.

"Construction and Demolition Debris", or "C&D Debris" is solid waste that is source separated or separated for reuse solid waste and recyclable materials, including commingled and separated materials, that result from construction work, that are not hazardous, and that contain no more than 10% putrescible wastes by volume calculated on a monthly basis and the putrescible wastes do not constitute a nuisance, as determined by the LEA.

"Effective Date" shall mean the date on which this Agreement is executed, as shown at the top of the first page of this Agreement.

"Green Waste" shall have the meaning any vegetative matter resulting from normal yard and landscaping maintenance. Green Waste includes but is not limited to plant debris, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees, tree trunks, etc.

"Host Fee" shall mean the payments by the Operator to the City for each ton of Permitted Waste and Recyclables delivered to a Landfill, which the Operator has agreed to pay to the City pursuant to the Conditions of Approval for the Transfer Station. Any Green Waste delivered to a duly-licensed organics composting facility shall be excluded from the

calculation of Host Fees.

"Host Fee Rate" shall mean the per ton Host Fee paid by the Operator to the City in the amount and as provided in Section 4 herein.

"Household Hazardous Waste" or "HHW" shall mean material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics: flammable, toxic, corrosive, and/or reactive.

"Household Waste" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means any solid waste (including garbage, trash, and sanitary waste in septic tanks) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas).

"LEA" shall mean the Local Enforcement Agency designated by the City as the Yuba County Environmental Management Department that shall enforce the provisions of the Solid Waste Permit.

"Landfill" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means a waste management unit at which waste is discharged in or on land for disposal. Landfill does not include surface impoundment, waste pile, land treatment unit, injection well, or soil amendments.

"Operations Date" shall mean the first day of business at which Permitted Waste is accepted at the Transfer Station.

"Operator" means Recycling Industries, Inc and shall include its successors.

"Permitted Waste" means refuse, as defined in 27 CCR Section 20164, and further includes, without limitation: Household Waste, C&D Materials, Green Waste, E-Waste, and HHW, which the Facility may receive under its Permits and Applicable Law.

"Property" shall mean a parcel of approximately located at 140 Epley Drive, Yuba City, CA, as more particularly described on Exhibit A to this Agreement, which the Operator proposes to use for the development, construction and operation of the Transfer Station.

"Project" shall have the meaning set forth in the Recitals.

"Recyclables" shall mean any recyclable materials, whether or not source separated, which the Operator determines to accept.

"TPR" shall mean the Transfer Processing Report on file with the LEA and the City for this property.

"Transfer Station" shall mean the transfer station, as defined in section 40200 of the Act,

to be developed, constructed and operated on the Property and subject to this Agreement.

Any term not otherwise attributed to it shall have the same meaning as defined under the Act.

2. **Term of Agreement.** The Parties intend for this Agreement to be replaced by an agreement ("New Agreement") that comprehensively addresses the host fee, pursuant to Condition of Approval 35. Operator hereby acknowledges that the Host Fee complies with legal requirements and bears an appropriate nexus to the City's need to address those impacts identified under the California Environmental Quality Act (CEQA), as described further in the 2019 mitigated negative declaration (MND) for Use Permit 12-01 approved for the Transfer Station. Operator and City shall replace this Agreement with the New Agreement within twelve (12) months from the Effective Date. Until so replaced, the term of this Agreement shall begin on the Effective Date and shall expire on the effective date of the New Agreement, which addressed the City's requirements described above. The Parties shall negotiate in good faith to include in the New Agreement annual adjustments to the host fee set thereunder that tracks the Consumer Price Index, All Urban Consumers, not seasonally adjusted, all items index -San Francisco-Oakland-Hayward, CA, as published by the Bureau of Labor Statistics. The parties agree to negotiate the New Agreement in good faith to reach mutual approval before the timeline described herein; provided that if the New Agreement is not approved and implemented by such time, the Host Fee Rate set forth in Section 6 shall increase by twenty-five percent (25%) beginning twelve (12) months from the Effective Date of this Agreement; provided that if the City is the cause of any significant and unreasonable delay in the negotiation of the New Agreement and Operator notifies City in writing of such delay within twenty (20) days of the existence of such delay, and provides a description of the nature of the delay, such twelve (12) month timeline shall be extended to correspond to the delay caused by City.
3. **Authorization for Transfer Station Development, Construction and Operation.** The Operator shall be responsible for obtaining all permits and authorizations necessary under applicable law for the development, construction or operation of the Transfer Station on the Property. Operator shall provide the City with a reasonable opportunity to review and comment upon any application to modify or amend any permit before such is filed; provided that the City's approval cannot be unreasonably withheld, conditioned or delayed. Operator acknowledges that its experience and expertise are material considerations of the City in entering into this Agreement. As such, Operator shall not assign this Agreement or operations of the Transfer Station, without the express prior written consent of the City, not to be unreasonably withheld, conditioned or delayed. An assignment for purposes of this provision includes any sale, exchange, or other transfer to a third party of more than twenty-five percent (25%) of Operator's assets dedicated to operating the Transfer Station, or issuing new stock or selling, exchanging, or otherwise transferring twenty-five percent (25%) or more of the then outstanding ownership interests of Operator to a person other than the family members of any owner. Any other transfer shall be subject to City's reasonable review.
4. **Host Fees.** From and after the Operations Date, the Operator shall pay to the City, Host Fees at the Host Fee Rate based on the monthly tonnage of Permitted Waste and Recyclables delivered to a Landfill, as provide in this Section 4 below.

- a. Host Fee Rate. The Operator shall pay to City Four and 40/100 Dollars (\$4.40) per ton of Permitted Waste and Recyclables delivered to a Landfill; provided that the Host Fee Rate is subject to adjust in a manner and based on a methodology to be negotiated by the Parties pursuant to Section 2 above. The Parties further acknowledge and hereby agree that they will negotiate in good faith a new per ton Host Fee to apply under the New Agreement, which negotiations shall include as a reference the final report to be prepared by City's waste services consultant R3 Consulting Group, Inc.
- b. Books and Records. The Operator shall maintain complete and accurate books and records of Permitted Waste and Recyclables deposited at the Transfer Station sufficient to determine the amount of Host Fees payable to the City, including without limitation, weight tickets for all Permitted Waste and Recyclables deposited at the Transfer Station as well as weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill. Such books and records shall be available for inspection and copying by the City or its agent upon reasonable notice of not less than 48 hours at the Transfer Station during operating hours of the Transfer Station, or as otherwise required by this Agreement or any conditions of siting approval;
- c. Payment Method. Remit Host Fees payable to the City on a quarterly basis not later than the last calendar day of the calendar month following the end of each calendar quarter, for the preceding calendar quarter.
- d. Accounting. Submit with each payment of Host Fees to the City an accounting by month of the amount of fees payable to the City and all tonnage of Permitted Waste and Recyclables deposited at the Transfer Station during the calendar quarter for which payment is made and weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill for the same period. City acknowledges that the Permitted Waste or Recyclables deposited at the Transfer Station shall not be subject to payment of the Host Fee or other separate City fee, and that the information of such materials deposited at the Transfer Station is merely sought to assist the City in better ascertaining the flow of such materials into and out of the Transfer Station.
- e. Audit. The City shall cause a copy of any report of an audit by the City of the books and records of the Transfer Station delivered to the Operator and Permitted Waste and Recyclables delivered to a Landfill within thirty (30) calendar days from receipt thereof. If any such audit report establishes that there has been an underpayment of Host Fees to the City, the Operator shall remit the amount of the underpayment to the City within thirty (30) calendar days from receipt from the City of notice of the underpayment and a copy of the report plus a late fee equaling five percent (5%) of the amount of the shortfall. If any such audit report establishes that there has been an overpayment to the City, the Operator may take a credit against amounts otherwise payable to the City in the amount of the overpayment; or if there are no such amounts against which to take a credit. The City shall remit the overpayment to the Operator within thirty (30) calendar days from the City's receipt of the audit report and a written demand from the Operator.

- f. Payment Disputes. The City must notify the Operator in writing of any dispute regarding payment of Host Fees to the City within two (2) years from the last calendar day of the month for which disputed fees are payable. Otherwise, any such dispute is deemed waived;
- g. Reimbursement of Costs. The Operator shall not be required to pay or reimburse the City, or otherwise compensate the City or its agent for costs incurred in connection with inspecting, copying or auditing of books and records of the Transfer Station. However, if a dispute arises between the City and the Operator regarding the amount of Host Fees payable to the City, and the City determines that it is necessary to conduct a special audit in connection with such dispute, the Operator shall reimburse the City for fifty percent (50%) of the reasonable costs incurred by the City in connection with such special audit.
- h. Confidentiality. The City acknowledges that the books and records of the Transfer Station contain information which constitutes trade secrets. The City shall treat all information obtained from inspection and copying of books and records of the Transfer Station as confidential and shall neither disclose nor permit disclosure of such information to persons other than the City, its employees or agents only as required by law or in a legal action subject to a protective order. The Operator may redact trade secrets or other confidential information from books and records of the Transfer Station prior to inspection or copying by the City or its agents, provided such redactions do not include numerical or other information required to determine the amount of Host Fees payable to the City.
- i. Effect of Termination of Agreement. If this Agreement is terminated, Host Fees shall be paid to the date of termination and no further payments of Host Fees shall be due from the Operator to the City.
- j. Calibration of Scales. The Operator shall test and calibrate all scales at the Transfer Station in accordance with Applicable Law. Upon City request, it shall provide the City with copies of scale testing results, including but not limited to any results from State-conducted inspections. The Operator shall further cause its qualified contractor to test and calibrate any or all scales upon written request therefore by the City, within three (3) days of such request; provided that if Operator can demonstrate to City that completion of such test and calibration is delayed by the LEA, said three (3)-day timeline shall be extended for the period of the delay caused by the LEA. If such test results indicate that the scale or scales comply with Applicable Law, the City will reimburse the Operator the direct costs of such tests, not including the cost of personnel time utilized in conduction such test. If City-requested test results indicate that the scale or scales did not comply with Applicable Law, then all weight measurements recorded and Host Fees calculated, charged and paid, as the case may be, from the date of such request, shall be adjusted and corrected consistent with the results of such test. Commercial collection vehicles and transfer trucks shall be assigned a number for weighing purposes. Tare weights shall be checked at least annually or promptly upon reasonable City request, but not more than twice per year.

5. Benefits to the Transfer Station. In consideration for the Operator's agreement to locate

the Transfer Station in the City, and for Host Fees as provided in this Agreement, the City shall not levy any new taxes or assess any fees which are not uniformly assessed but rather are assessed upon a class based on the ownership or operation of a waste transfer station or solid waste management facility and which directly impact the services rendered by the Operator.

6. **Assignment of Agreement.** This Agreement shall be binding on the Operator, its successors and assigns. This Agreement shall be deemed to be a covenant running with the land.
7. **Default.**
 - a. If Operator or the City commits a material breach of this Agreement in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure the breach. If the breaching party fails to cure the breach during such period, the breaching party shall be in default;
 - b. If Operator or the City commits a material breach of this Agreement other than in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure the breach, or a longer period if the breaching party has diligently attempted to cure the breach during such period but has been unable to do so. If the breaching party fails to cure the breach during such period, as extended, the breaching party shall be in default;
 - c. The City recognizes that the cure of breach may require regulatory approval from the LEA or some other regulatory agency and that the time of preparation of a request for such approval as well as the time it takes for the regulatory agency to review such a request shall be part of the cure period;
 - d. In the event that either party is in default under this Agreement, the party not in default shall have the right to enforce all rights and remedies under this Agreement, as well as to pursue any other remedy now or hereafter available under applicable law; and
 - e. Nothing in this Agreement to the contrary shall delay or hinder the immediate enforcement of this Agreement, ordinance or law which may, in any manner, negatively impact the public health, safety or welfare.
8. **Enforcement of Agreement.** In any action to enforce this Agreement, the non-defaulting party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with such action.
9. **Indemnification.** The Operator shall defend, indemnify and hold the City, its agents, servants, officers, employees, consultants and attorneys harmless from and against all third party claims, judgments, orders, fines, penalties and other liabilities (including without limitation reasonable attorney's fees and costs) resulting from the acts or omissions or negligence of the Operator during operation by the Operator of the Transfer Station or arising out of this Agreement.

10. **Compliance with Applicable Laws.** The Operator shall conduct operations at the Transfer Station in accordance with all applicable federal, state, and local laws.

11. **General Provisions.**

- a. Amendments. This Agreement may be terminated, amended or otherwise modified only by written agreement duly executed on behalf of the City and the Operator;
- b. Captions. Captions in this Agreement are for the convenience of reference only and do not affect this Agreement or its interpretation;
- c. Exclusivity. This Agreement sets forth the entire, final and exclusive Agreement and understanding of the City and the Operator in respect to the matters covered hereby;
- d. Governing Law, Venue and Jurisdiction. This Agreement and all disputes hereunder shall be governed by the laws of the State of California.
- e. Notification. All notices and other correspondence required permitted under this Agreement shall be given at the following addresses or such other addresses as the City or the Operator may in writing designate: If mailed, two (2) days after being deposited in the U.S. mail, registered or certified, return receipt requested, to the address shown above; or if deposited with a commercial courier for next day delivery, one (1) day after being so deposited,
- f. Recitals. The Recitals are a part of this Agreement;
- g. Severability. If any provision of this Agreement or any document executed in connection herewith shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein or therein shall not be affected or impaired. In such case, the Parties shall achieve the purpose of the involved provision by agreeing to a new, legally valid and enforceable provision, which shall become part of this Agreement or such document;
- h. Singular and Plural. The use of the singular form includes the plural and use of the plural form includes the singular;
- i. Third Parties. Nothing in this Agreement is intended to confer any right or remedy on any person other than the City and the Operator, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the City or the Operator, nor to give any such third person any right of action or subrogation against the City or the Operator;
- j. Waiver. The failure of the City or the Operator at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by the City or the Operator, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the City of Yuba City, County of Sutter, State of California, on the date set forth above.



APPROVED AS TO FORM:

City Attorney

CITY OF YUBA CITY, a California
municipal corporation

By: _____

Mayor

RECYCLING INDUSTRIES, INC, a
California corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY



2021-0008047

Recording Requested by:
David W. Kuhnen

and when recorded, mail
document and tax statements to:

David W. Kuhnen etux etal
4741 Watt Avenue
North Highlands, CA 95660

Recorded
Official Records
County of
Sutter
Donna M. Johnston
Clerk Recorder

REC FEE 28.00
HOUSING FEE 75.00

08:05AM 30-Apr-2021

66
Page 1 of 5

Space Above This Line for Recorder's Use Only

A.P.N.: 54-083-014, 54-083-015 and 54-083-023

GRANT DEED

The Undersigned Grantor(s) Declare(s):

Documentary Transfer Tax is \$ 0.00

- ☐ computed on the consideration or full value of property conveyed, or
- ☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- ☐ exempt from transfer tax per R&T code section 11911,
- ☐ unincorporated area ☒ City of Yuba City,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Kuhnen Family Limited partnership, a California limited partnership as to an undivided 62.4%
interest, David W. Kuhnen and Yvette Kuhnen, Trustees of the David W. Kuhnen and Yvette
Kuhnen Family Trust, Dated January 22, 2008 as to an undivided 29.0% interest and Michael
Macardican, a single man as to an undivided 8.6% interest

hereby GRANT(s) to Kuhnen Family Limited partnership, a California limited partnership as to
an undivided 62.4% interest, David W. Kuhnen and Yvette Kuhnen, Trustees of the David W.
Kuhnen and Yvette Kuhnen Family Trust, Dated January 22, 2008 as to an undivided 29.0%
interest and Michael Macardican, a single man as to an undivided 8.6% interest

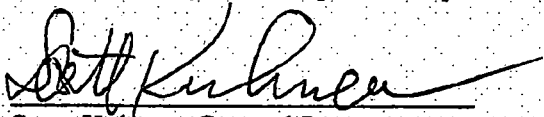
that property in the City of Yuba City, County of Sutter, State of California described as follows:

See Exhibit "A" attached hereto and made a part hereof

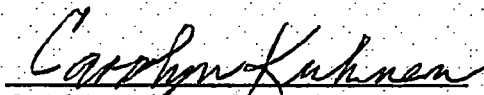
Mail Tax Statements as directed above

Dated: March 15, 2021

Kuhnen Family Limited partnership, a California limited partnership

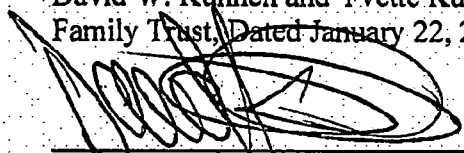


Scott Kuhnen, General Partner

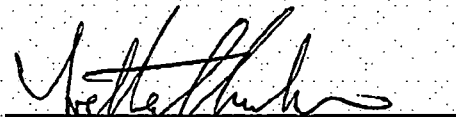


Carolyn Kuhnen, General Partner

David W. Kuhnen and Yvette Kuhnen, Trustees of the David W. Kuhnen and Yvette Kuhnen Family Trust, Dated January 22, 2008



David W. Kuhnen, Trustee



Yvette Kuhnen, Trustee



Michael Macardican

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sutter

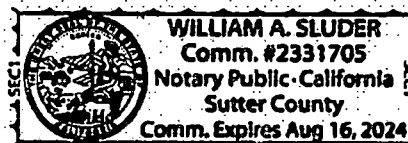
On 12 March 2021, before me, William A Sluder, a Notary Public, personally appeared Scott Kuhnen and Carolyn Kuhnen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Name: William A Sluder



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sutter

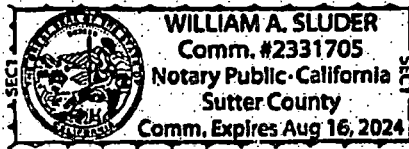
On 22 March 2021, before me, William A Sluder, a Notary Public, personally appeared David W. Kuhn and Yvette Kuhn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Name: William A Sluder



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

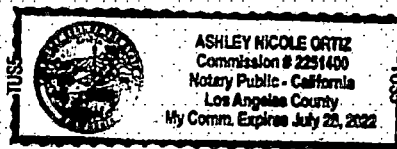
On March 19, 2021, before me, Ashley Nicole Ortiz, a Notary Public, personally appeared Michael Macardian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Name: Ashley Nicole Ortiz



(Seal)

EXHIBIT "A" – RESULTANT LOT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF YUBA CITY, COUNTY OF SUTTER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

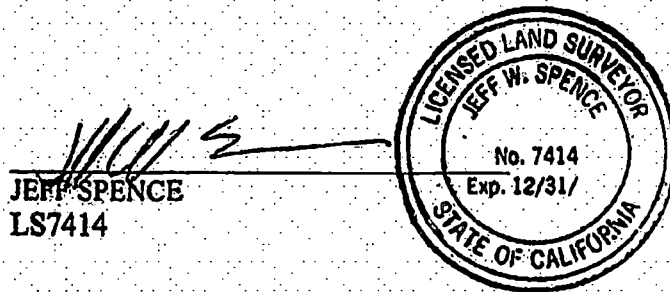
ALL OF LOT 36, TOGETHER WITH A PORTION OF LOT 37, LOT 38, AND LOT 39 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "GARDEN HIGHWAY INDUSTRIAL PARK", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON FEBRUARY 4, 1981 IN BOOK 12 OF SURVEYS, PAGES 121, 122, 123 AND 124, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 36; THENCE SOUTH 73°22'45" WEST ALONG THE SOUTH LINE OF SAID LOT 36, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 16°37'15" WEST ALONG THE WEST LINE OF SAID LOT 36, A DISTANCE OF 132.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 36 AND THE SOUTHWEST CORNER OF SAID LOT 37; THENCE NORTH 16°37'15" WEST ALONG THE WEST LINE OF SAID LOT 37, A DISTANCE OF 100.00 FEET; THENCE NORTH 73°22'45" EAST, A DISTANCE OF 1.00 FOOT; THENCE NORTH 16°37'15" WEST PARALLEL WITH SAID WEST LINE OF LOT 37, A DISTANCE OF 32.00 FEET TO A POINT ON THE LINE COMMON TO LOT 37 AND LOT 38; THENCE NORTH 16°37'15" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 38, A DISTANCE OF 132.00 FEET TO A POINT ON THE LINE COMMON TO LOT 38 AND LOT 39; THENCE NORTH 16°37'15" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 39, A DISTANCE OF 133.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 39; THENCE NORTH 73°22'45" EAST ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 299.00 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF LOT 39, A DISTANCE OF 103.00 FEET TO THE SOUTHEAST CORNER OF LOT 39 AND THE NORTHEAST CORNER OF LOT 38; THENCE CONTINUING SOUTH 16°37'15" EAST ALONG THE EAST LINE OF LOT 38, A DISTANCE OF 132.00 FEET TO THE SOUTHEAST CORNER OF LOT 38 AND THE NORTHEAST CORNER OF LOT 37; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF SAID LOT 37, A DISTANCE OF 132.00 FEET TO THE SOUTHEAST CORNER OF LOT 37 AND THE NORTHEAST CORNER OF LOT 36; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF LOT 36, A DISTANCE OF 132.00 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBONS AS CONVEYED TO STOCK PETROLEUM CO., INC., IN DEED RECORDED FEBRUARY 27, 1980 IN BOOK 983, PAGE 79, SUTTER COUNTY OFFICIAL RECORDS.

ALL TOGETHER COMPRISING A SINGLE PARCEL CONTAINING 4.00 ACRES,
MORE OR LESS, PURSUANT TO CITY OF YUBA CITY LOT LINE ADJUSTMENT
NO. 2020-04.

THIS DESCRIPTION IS BASED UPON RECORD INFORMATION AND NOT A
FIELD SURVEY.



11/6/2020
DATE

END OF DOCUMENT

ATTACHMENT 4

To:	Mr. Benjamin Moody, City of Yuba City
From:	Nate Forst and Ryan Calkins, R3 Consulting Group, Inc.
Date:	July 18, 2023
Subject:	Version 3: Host Fee Development

Introduction

The City of Yuba City (City) contacted R3 Consulting Group Inc. (R3) to conduct a Host Fee Study regarding the proposed expansion of Recycling Industries' transfer facility. This engagement focused on supporting the establishment of a Host Fee to allow Recycling Industries to expand its operations; and assisting the City in defining the parameters and justification of applying the Host Fee.

Background

Transfer Stations

Transfer Stations are light industrial facilities that accept waste material from solid waste collection trucks (contracted or municipal haulers) and/or private haulers (the general public). Communities rely on Transfer Stations to move solid waste material efficiently from the point of collection to receiving end-destination facilities (Materials Recovery Facilities (MRFs) or landfills). Transfer Stations are typically required to transfer material to an end-destination facility within 48 hours of receiving said material.

Benefits associated with Transfer Stations include consolidation of smaller waste material loads into more aggregated collection capacity, flexibility in waste handling and options for future disposal (at other facilities), screening of mixed waste material, reduction of traffic at disposal facilities (by utilizing a Transfer Station instead), and convenient drop-off centers for residential waste, green waste, and recyclables. Transfer Stations are an intermediate location, not a final destination for solid waste material.

Recycling Industries Transfer Station

Recycling Industries Transfer Station is an active and permitted (SWIS #51-AA-0008) large volume transfer/processing facility located at 140 Epley Dr. in Yuba City California. The facility carries a design capacity for up to 500 tons of material per day but is currently permitted to receive up to only 100 tons per of material per day, or 238 vehicles through the front gate, whichever occurs first. The facility is permitted to accept mixed municipal waste, wood waste, and green waste. The facility operates 365 days per year, including holidays.

Recycling Industries submitted a proposal to modify existing Use Permit No. 12-01 and increase the operating capacity of the facility by:

- » Increasing tonnage capacity per day from 100 tons to 260 tons per day by 2020, and 300 tons per day by 2030;
- » Increasing the facility footprint from 3 to 4 acres;

- » Increasing the size of the onsite building from 18,000 to 21,600 sq. ft.;
- » Adding additional driveways for increased public access;
- » Increasing onsite parking;
- » Adding planters and trees to provide shade; and
- » Improving and enhancing onsite landscaping.

Host Fees Assessed on Solid Waste Facilities

Host Fees are compensation payments to a community in return for the community's willingness to host a solid waste facility, such as a transfer station. Facilities assessed Host Fees may include landfills, transfer stations, or material recovery facilities (MRFs). A Host Fee may be determined in a variety of ways; however, they are primarily designated to compensate for impacts related to the community associated with a facility's operations. In some cases, Host Fees are calculated by allocating a proportional share of those costs to each ton of material that the facility receives.

In most cases, Host Fees are associated with the following categories:

Typical Host Fee Categories

Road Impacts	Litter Abatement	Signage
Air Quality	Code Enforcement	Beautification

Hosts fees may be assessed on any/all the following, or another basis:

- » All tons received;
- » Out of City/County tons;
- » A percentage of gate revenue;
- » A fixed amount per year; and/or
- » Comparative research of similar facilities.

Consistency of Host Fees with City's Existing Programs

Host Fees may be authorized through various mechanisms, including through the City's municipal code, Conditional Use Permits, Franchise Agreements, Memorandums of Understandings (MOU's), or Business Permits. Host Fee requirements are typically listed as a clause in the contract between the host city and the facility operator, and/or the contract may reference the municipal code. For the City, new Host Fees could be imposed at the time that new solid waste or recycling facilities are developed, or existing solid waste or recycling facilities are expanded (as is the case with Recycling Industries).

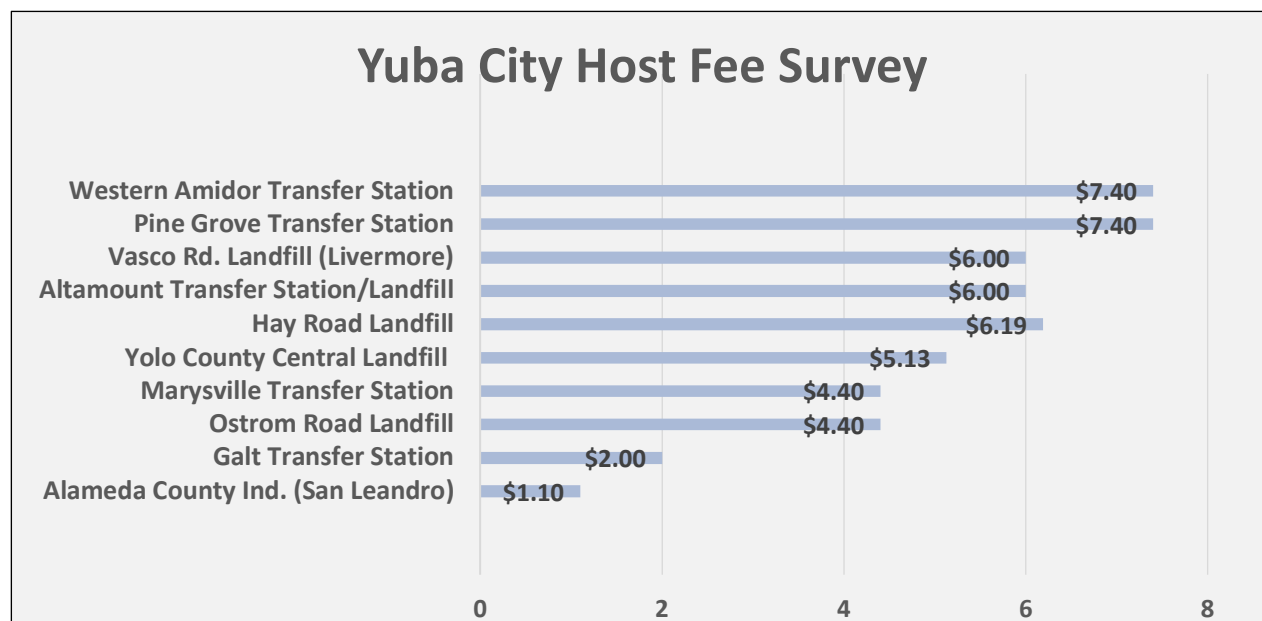
Host Fees may be considered either unrestricted revenue or revenue to be used for a defined purpose. Many cities consider Host Fee revenues as unrestricted revenues and Host Fees are often deposited into a city's general fund.

Host Fee Survey

Comparative Review of Facilities and Associated Host Fees

Host Fees at solid waste facilities vary significantly based on factors such as size, location, and impact to the community in which the facility operates. **Table 1** represents a comparative overview of Host Fees (cost per ton) completed by R3 pertaining to solid waste facilities¹ proximal to the Recycling Industries' facility with similar Host Fee considerations as Yuba City² (see Background section of this memorandum for typical Host Fee categories).

Table 1: Host Fee Comparison



R3's survey of facilities indicates that fees range from \$1.10 to \$7.40 per ton, indicating a mean of \$5.57 and an average fee of \$5.44. Under the current Use Permit for RI, if the facility were operating at capacity, 100 tons per day would be subject to the Host Fee. At the identified average of \$5.44 per ton, the revenue generated annually for the City would be \$198,560³ per year.

However, given the City's indication that tonnage received is substantially lower than the 100 tons per day currently permitted at the RI facility⁴, it is reasonable to consider a Host Fee lower than the average of the facilities indicated in Table 1. A Host Fee of \$4.77⁵ would yield an annual \$174,105 at the current capacity of 100 tons per day. Should the City choose this approach, the inclusion of an escalator, whereby the Host Fee is increased based on a tonnage volume, should be considered. Additionally, an annual Consumer Price Index (CPI) adjustment, is warranted to keep pace with inflation.

¹ Represents R3's most recent data, cost subject to change.

² R3's initial analysis focused on a broader review of Host Fees featuring a diverse set of facilities; that survey data was further refined to a more geographically targeted subset of facilities for Table 1.

³ \$544 per day multiplied by 365 working days (Monday through Sunday, including holidays).

⁴ Per Yuba City, March 3, 2022.

⁵ The interim Host Fee of \$4.40 with first annual CPI adjustment applied.

Key Findings:

- » The highest identified Host Fee in the refined survey is \$7.40 per ton.
- » The lowest identified Host Fee is \$1.10 per ton.
- » The average of identified Host Fees in the refined survey is \$5.44 per ton.
- » RI is receiving less than the current per day capacity of 100 tons.

Recommendations:

- » Set the Host Fee for the RI transfer facility at \$4.77 per ton.
- » Include an annual CPI⁶ adjustment (effective January 1, 2024) based on the percentage change in the CPI, beginning with the base and the preceding 12-month period ending July 31.
- » The next annual CPI adjustment (effective January 1, 2024) should be based on the percentage change between the CPI for the base year, August 1, 2021 through July 31, 2022 (the prior preceding 12-month period), and the CPI for the period of August 1, 2022 through July 31, 2023 (the preceding 12-month period).
- » If the tonnage volume at RI increases to 50% or more of the current permitted capacity of 100 tons per day, the Host Fee assessment should be re-opened to ensure the fee charged is still viable.

⁶ West region CPI-U

CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: **THIS ITEM IS TIME CERTAIN AT 6:50PM, FOR VERBAL COMMENT DIAL 1-866-730-7514 PIN# 663320**

Public Hearing No. 4 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: 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.

On November 7, 2023, a Public Hearing was held to receive input from the community regarding updating the District Boundaries to include annexed properties. One member of the public spoke and recommended that the boundaries for Districts 4 and 5 be split at Highway 99. There was no public comment at the Public Hearings held on December 19, 2023, and January 16, 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 was held on November 7, 2023, to invite public input regarding the composition of the City's voting districts before any draft maps are drawn.
- Two Public Hearings were held on December 19, 2023 and January 16, 2024, to invite public input regarding the composition of the City's proposed modifications to the voting districts based on the attached draft map.
- Two additional Public Hearings will be held to invite public input regarding the composition of the City's proposed modifications to the voting districts based on the attached draft map. These hearings are currently scheduled for February 6 and February 20, 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:

Conduct a Public Hearing to receive public input on district boundaries.

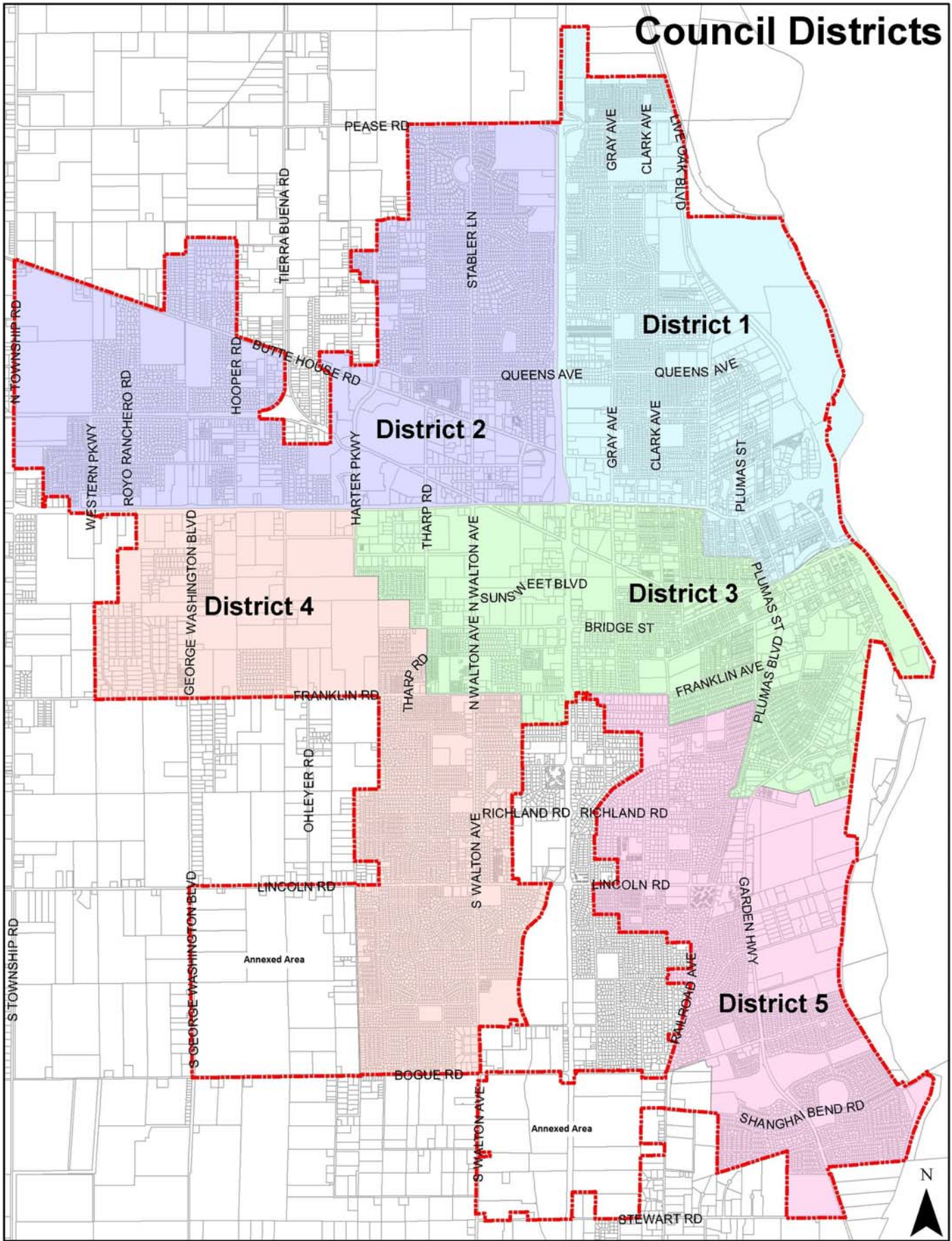
Attachments:

1. Attachment 1 - Council Districts Map with Annexations
2. Attachment 2 - Council Districts Map with Proposed Boundary Modifications

Prepared By:
Diana Langley
City Manager

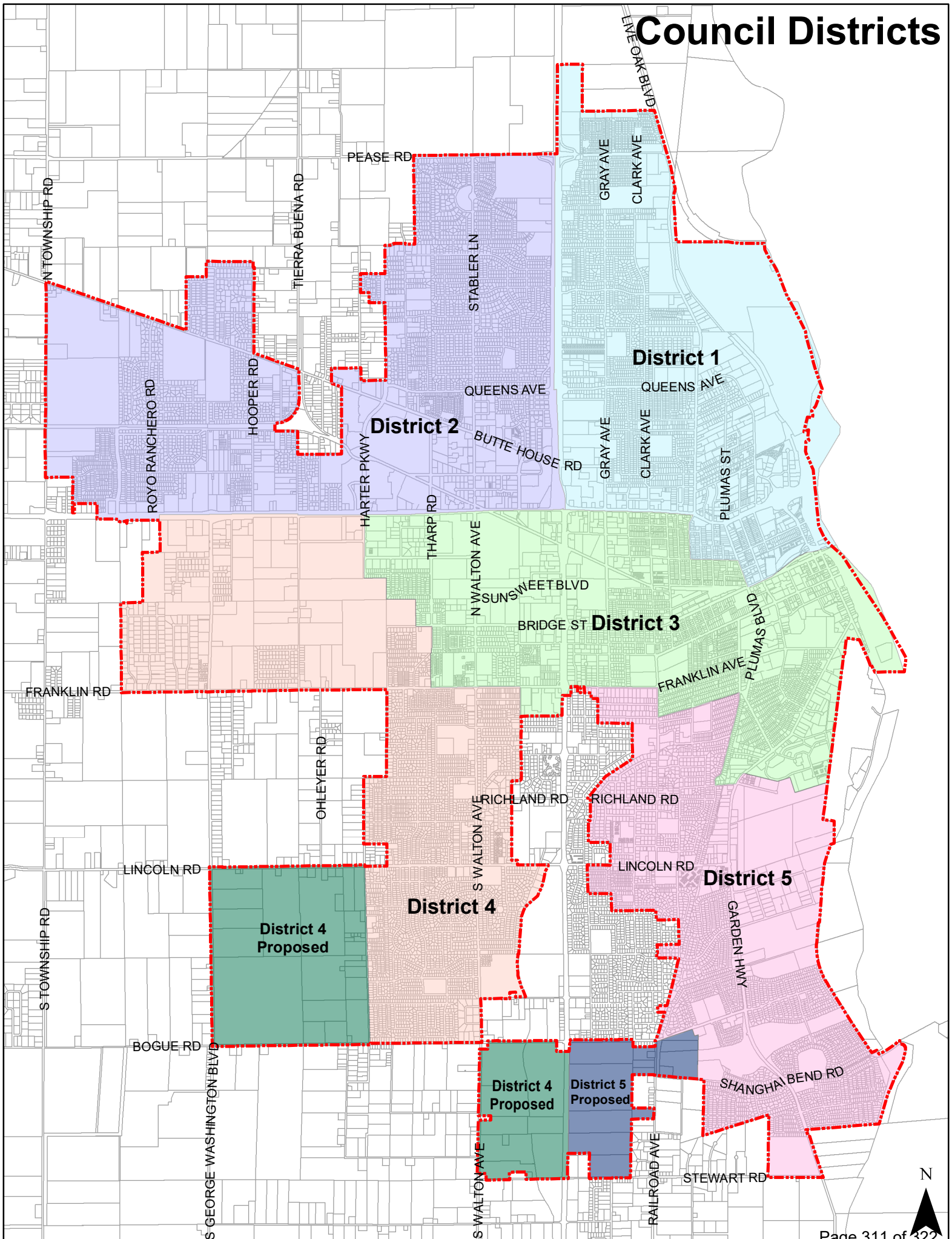
Submitted By:
Diana Langley
City Manager

ATTACHMENT 1



ATTACHMENT 2

Council Districts



CITY OF YUBA CITY
STAFF REPORT

Date: February 6, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Kevin Bradford, Deputy Public Works Director - Engineering

Summary

Subject: Public Hearing - B Street Crosswalk Removal at Cooper Avenue
Recommendation: A. Conduct a Public Hearing and;
B. Adopt a Resolution eliminating the east crosswalk on B Street at Cooper Avenue
Fiscal Impact: Staff time to remove the crosswalk, relocate the associated rectangular rapidly flashing beacon to B Street at University Avenue, and install temporary access ramp barricades. Permanent access ramp improvements will also be required

Purpose:

To facilitate a request from Yuba City High School to modify City crosswalk markings with the intention of improving safety for pedestrians and improving the flow of vehicular traffic during school drop-off/pick-up times.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goals of improving the City's infrastructure and providing services that serve and protect its residents.

Background:

Yuba City High School has requested to remove the east crosswalk on B Street, at the intersection with Cooper Avenue. Refer to Attachment 1, Exhibit A. Both crosswalks on B Street and the crosswalk on Cooper Avenue date back several decades. There are curb ramps in all four quadrants of the intersection, none of which meet current ADA standards. Rectangular rapidly flashing beacons (RRFB's) were installed for both B Street crosswalks in the summer of 2020 with funding provided by the Feather River Air Quality Management District through the Blue Sky grant program.

Section 21950.5 of the California Vehicle Code (CVC) states that an existing marked crosswalk may not be removed unless notice and opportunity to be heard is provided to the public not less than 30 days prior to scheduled removal. This section of the California Vehicle Code also indicates that notice of the proposed removal shall be posted at the crosswalk identified for removal.

On December 19, 2023 Council adopted Resolution 23-165 setting February 6, 2024 at the Yuba City

Council Chambers as the date and place for hearing all persons interested in the question of the proposed crosswalk removal and directing the Public Works Director to post Resolution 23-165 in accordance with CVC Section 21950.5. On January 5, 2024 Public Works staff posted Resolution 23-165 at the crosswalk proposed for removal in accordance with CVC Section 21950.5.

Analysis:

Public Works staff reviewed the B Street at Cooper Avenue intersection operations during school drop-off/pick-up times. Drivers were observed proceeding into the intersection when the crosswalk closest to them cleared, only to find that the next crosswalk was occupied. The result is that vehicles were forced to wait in the middle of the intersection, disrupting the flow of traffic. The disruption in traffic flow appears to cause drivers to become impatient, which has a general effect of reducing pedestrian safety.

Staff recommends that Council consider eliminating the crosswalk, as requested by Yuba City High School. The primary basis for this recommendation is that having multiple crosswalks at this intersection presents a challenge for drivers during school drop-off/pickup times and the west crosswalk is the better location to direct students attending Yuba City High School.

Public Works has posted notice of the proposed crosswalk removal at the crosswalk location in accordance with CVC Section 21950.5. To date, Public Works and the City Clerk have not received any objections to the proposed crosswalk removal. Upon conducting a public hearing tonight, all requirements of the CVC pertaining to removal of existing crosswalks will have been met.

Fiscal Impact:

Public Works maintenance staff time will be required to remove the crosswalk, relocate the associated rectangular rapidly flashing beacon to B Street at University Avenue, and install temporary access ramp barricades.

Permanent access ramp improvements will also be required. Staff proposes that permanent access ramp improvements be incorporated into a future sidewalk improvements project, likely funded with CDBG funds.

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 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as this item is for the modifications of an existing roadway, sidewalk, and pedestrian/vehicular transportation system, which will not result in the expansion of capacity at this location or the roadway system. Furthermore, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines section 15300.2 apply to this project.

Alternatives:

Reject the request to remove the crosswalk.

Recommendation:

- A. Conduct a Public Hearing and after consideration;
- B. Adopt a Resolution eliminating the east crosswalk on B Street at Cooper Avenue pursuant to Section 21950.5 of the California Vehicle Code.

Attachments:

1. Resolution - B St at Cooper Ave Crosswalk Removal Public Hearing

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ELIMINATING THE CROSSWALK ON B STREET AT THE EAST SIDE OF COOPER
AVENUE**

WHEREAS, Yuba City High School staff have presented a written request to remove the east crosswalk on B Street at the intersection with Cooper Avenue; and

WHEREAS, after careful review of the B Street at Cooper Avenue intersection during school drop-off/pickup times, City staff determined that having multiple crosswalks at this intersection presents a challenge for drivers and that the west crosswalk is the preferred location to direct students attending Yuba City High School; and

WHEREAS, on December 19, 2023, the City Council of the City of Yuba City adopted Resolution 23-165 setting the 6th day of February 2024, at the Yuba City Council Chambers, Yuba City Hall, 1201 Civic Center Boulevard, Yuba City, California, as the time and place for hearing all persons interested in the question of the proposed removal of the said crosswalk, and

WHEREAS, said Resolution 23-165 directed and instructed the Public Works Director to post Resolution 23-165 in accordance with Section 21950.5 of the California Vehicle Code sufficiently in advance of the said time and place set for hearing on the proposed crosswalk removal, and

WHEREAS, on January 5, 2023, Resolution 23-165 was posted at the said crosswalk in accordance with Section 21950.5 of the California Vehicle Code, and

WHEREAS, on February 6, 2024, at the Yuba City Council Chambers, Yuba City Hall, 1201 Civic Center Boulevard, Yuba City, California, the City Council of the City of Yuba City held a public hearing for hearing all persons interested in the question of the proposed removal of the said crosswalk.

NOW, THEREFORE, the City Council of the City of Yuba City resolves as follows:

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. Based on a preliminary environmental assessment of this project, the City Council determines that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as this item is for the modifications of an existing roadway, sidewalk, and pedestrian/vehicular transportation system, which will not result in the expansion of capacity at this location or the roadway system. Furthermore, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines section 15300.2 apply to this project.
3. The east crosswalk on B Street at Cooper Avenue be and the same is hereby eliminated.

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 6th day of February, 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

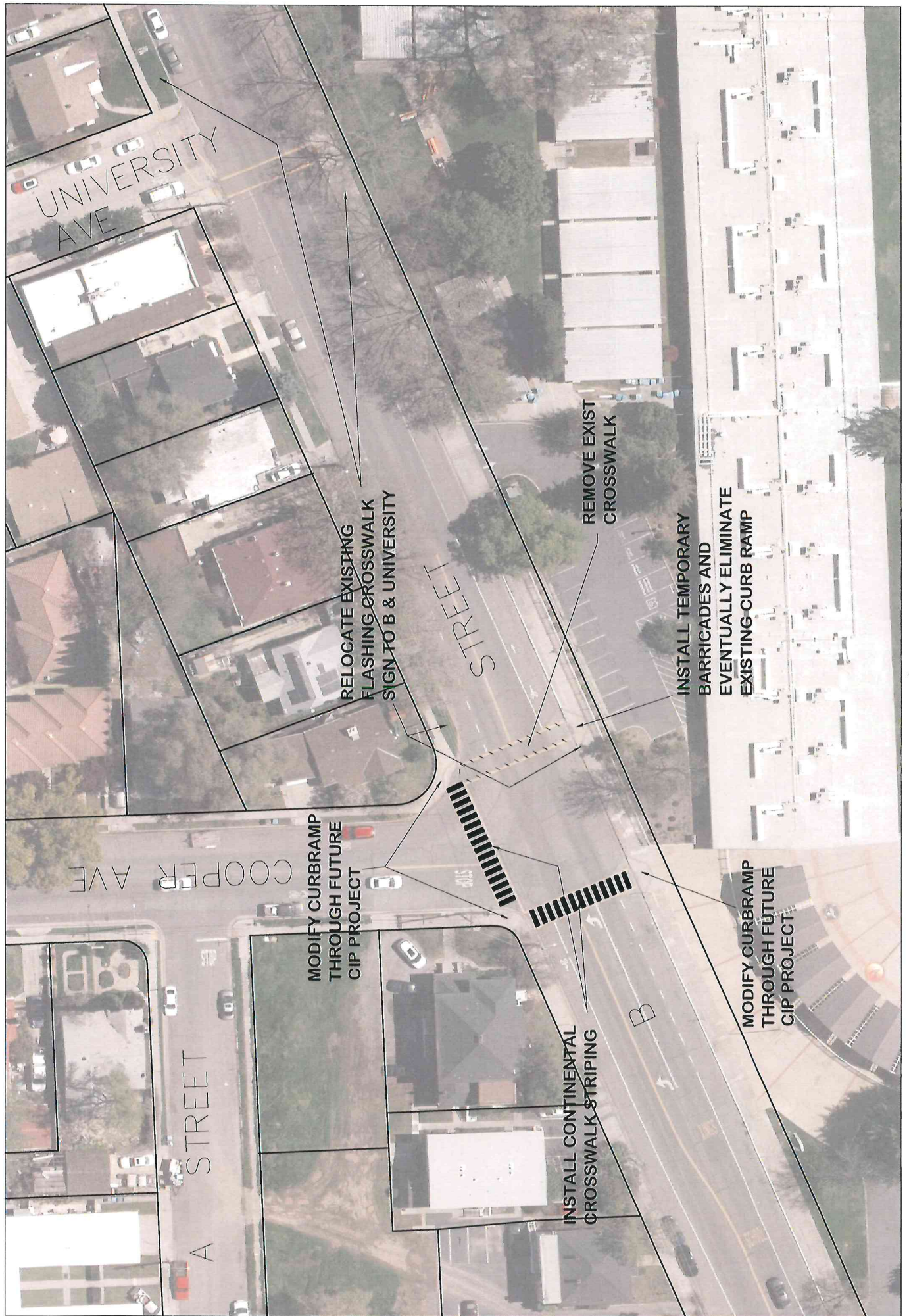
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Location Map

EXHIBIT “A”

EXHIBIT A - LOCATION MAP B St at COOPER Ave - Crosswalk Removal



CITY OF YUBA CITY

Future Agenda Items

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

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 Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

Adjournment