



AMENDED AGENDA

NOVEMBER 19, 2024

AMENDED AGENDA OF REGULAR MEETING OF THE SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY AND
CITY COUNCIL
CITY OF YUBA CITY

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
AMENDED AGENDA OF REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
NOVEMBER 19, 2024
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Materials related to an item on this Agenda submitted to the Successor Agency to the Redevelopment Agency and City 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_r7OLrc_ESLmOaRBRTWga6Q. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the Successor Agency to the Redevelopment Agency and City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

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

Ceremonial Presentations

1. **Recognition of Boy Scout Troop 389 and Cub Scout Pack 43 for Flag Posting along Veteran's Memorial Circle**
2. **Retirement Proclamation for Drew Crawford, Fire Apparatus Operator**
3. **Retirement Proclamation for Sam Escheman, Police Commander**
4. **Homelessness Awareness Month Proclamation and Presentation**

5. **2025-2029 CDBG Consolidated Plan Process**
6. **Proclamation for the 10th Street Bridge as the POW/ MIA Bridge**

Public Communication

7. 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.

8. Minutes of the November 5, 2024 Regular Meeting of the City Council

Recommendation: Approve the Minutes of the November 5, 2024 Regular Meeting of the City Council

9. Purchase one (1) Ford Maverick Truck for the Police Volunteer (VIP) Program and five (5) Police Motorcycles for Patrol

Recommendation: Adopt a Resolution to:

A. Award the purchase of one (1) Ford Maverick truck to Larry Geweke Ford of Yuba City, CA., for the amount of \$29,009.98, with the finding it is in the best interest of the City

B. Authorize the purchase of five (5) Harley-Davidson FLHTP motorcycles to Yuba City Harley-Davidson of Yuba City, CA, in the amount of \$130,938.65 with the finding that it is in the best interest of the City

C. Authorize the purchase and installation of equipment for Cop Shop Installations of Yuba City, CA, in the estimated amount of \$4,444.77 with the finding that it is in the best interest of the City

D. Authorize the Finance Director to transfer \$131,986.40 from 225-Z69990 (Traffic and Safety) to 6610-Z69980 (vehicle replacement fund) to cover the remaining cost of the purchase. The accumulated replacement funds for the motorcycles in the amount of \$32,407 is available in account 6610-69401 (vehicle replacement fund)

E. Authorize the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the purchase of one (1) Ford Maverick Truck and Five (5) Police Motorcycles in the amount of \$164,393.40

10. **Engineering Inspector Vehicle Purchase**
Recommendation: Approve an increase to the capital acquisition budget allocation for the VRF-2501 Engineering Inspector Vehicle in the amount of \$3,230.47, for a total capital asset value of \$45,230.47
11. **AB1600 Annual Report**
Recommendation: A. Accept the AB1600 Annual Report

B. Adopt a Resolution finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected
12. **Lighting & Landscape Maintenance District No.5 Zone K Budget Allocation**
Recommendation: Adopt a Resolution authorizing the Finance Director to make supplemental appropriation for Lighting and Landscape No. 5, Zone K (Fund 271) to Account No. 6190-63684 (Spec O&M Landscape) in the amount of \$28,600. There are sufficient reserves available.
13. **Water and Wastewater Operators' Thanksgiving Holiday Side Letter**
Recommendation: Adopt a Resolution approving the Public Employees' Union, Local 1/AFSCME 57 (Local 1) Water and Wastewater Operators' Thanksgiving Holiday side letter that amends Local 1's Memorandum of Understanding
14. **442 B Street Environmental Assessment - EKI Contract Contingency Authorization**
Recommendation: Adopt a Joint Resolution authorizing a contingency of \$157,500 to the existing contract with EKI for the 442 B Street Environmental Assessment, with the finding that it is in the best interest of the City
15. **Water Treatment Plant Streaming Current Monitor**
Recommendation: A. Approve a capital acquisition of a Streaming Current Monitor for the Water Treatment Plant

B. Adopt a Resolution awarding the purchase of one (1) Streaming Current Monitor and associated equipment in the amount of \$22,000 to Ryan Process of Benicia, CA, with the finding that it is in the best interest of the City

C. Authorize the Finance Director to make a supplemental appropriation and related transfers in the amount of \$22,000 from Account No. 7120-61210 (WTP Salaries - Regular) to Account No. 7120-69201 (WTP Equipment)
16. **Zoning Code Amendment (ZC) 24-01; Updating the development standards for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) for consistency with State law**
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City repealing, replacing, and renaming Section 8-5005 to Accessory Dwelling Units and Junior Accessory Dwelling Units, adopt a CEQA finding under Public Resources Code Section 21080.17, and waive the second reading

17. Presentation of Investment Report – Quarter Ended September 30, 2024

Recommendation: Note & File Quarterly Investment Report

18. Purchase ProQA EMS Interface software

Recommendation: Adopt a Resolution:

A. Authorize the Police Chief to execute sole source Professional Services Agreements totaling \$18,951.06 with Motorola Solutions and Software One for the purchase of the maintenance and programming package for the Medical Priority Dispatch System (MPDS), ProQA, with the finding that it is in the best interest of the City

B. Authorize the Finance Director to make a supplemental budget appropriation in the amount of \$18,951.06 from account 2250-62701 to cover the cost of the interface software from Motorola Solutions and additional server licenses from Software One for the Medical Priority Dispatch system, ProQA

19. Personnel Classification Changes - Fiscal Year 24/25

Recommendation: A. Adopt a Resolution:

1. Approving side letters with the Mid-Managers and First Level Managers bargaining units to modify their represented classifications to accommodate two (2) classifications approved by Council in the Fiscal Year 24/25 operating budget for the Public Works Department
2. Approving a side letter with the Yuba City Police Officers' Association bargaining unit to modify their represented classifications to accommodate two (2) requested classifications for the Police Department
3. Authorizing the Finance Director to amend the salary schedule to establish new classifications and alter existing classifications to reflect the personnel changes approved by Council
4. Reclassifying the incumbent Development Liaison, Public Works Administrative Analyst II, and Police Department employees impacted by the approved reclassifications

B. Authorize the Finance Director to make supplemental appropriations and related transfers in the amount of \$4,443 from Account No. 2140-61210 to Account No. 2120-61210 and in the amount of \$6,678 from Account No. 2140-61210 to Account No. 2155-61210 (Police Department Salary & Benefits) to fund the two (2) reclassifications

Business Items

20. Parks and Recreation Commission

Recommendation: Introduce an Ordinance of the City Council of the City of Yuba City to repeal Chapter 1 (Parks and Recreation Commission) of Title 9 of the Yuba City Municipal Code, and waive the first reading

21. Plumas Tower Plaza Mini Park Re-Naming

- Recommendation: A. Receive a recommendation from the Ad Hoc Committee for the naming of the Plumas Tower Plaza Mini Park and conduct a Public Hearing
- B. If the City Council agrees with the recommendation of the Ad Hoc Committee, adopt a Resolution renaming Plumas Tower Plaza Mini Park to Tower Plaza
- 22. Certifying Need for CalPERS 180-Day Wait Period Exception for Spencer Morrison to be appointed as Extra Help Finance Director**
- Recommendation: Adopt a Resolution
- A. Certifying the need for an exception to the CalPERS 180-day wait period for Spencer Morrison to be appointed as Extra Help-Finance Director
- B. Approving the employment agreement and appointing Spencer Morrison as provided in the Resolution following approval by CalPERS
- C. Authorize Finance Director to make a supplemental appropriation of \$40,000 to account 1510-61310 (extra help) for FY 2024/25
- D. Authorize Finance Director to make a supplemental appropriation of \$40,000 to transfer funds from Enterprise Resource Planning (ERP) project 941313-Z69990 to 100-Z699980
- 23. Business License Ordinance Update**
- Recommendation: A. Conduct a Public Hearing; then
- B. Introduce an Ordinance of the City Council of the City of Yuba City to repeal Municipal Code Subsection (b)(2) of Section 3-4.24 to exclude the license application requirement for non-profit organizations, and waive the first reading
- 24. Harter Estates North - Reimbursement Agreement**
- Recommendation: Adopt a Resolution approving the execution of a Reimbursement Agreement with D.R. Horton CA2, Inc., a California corporation, for public improvements associated with the Harter Estates North Subdivision
- 25. Traffic Calming Pilot Project - Sanborn Road at McCune Drive**
- Recommendation: Adopt a Resolution approving the design of the temporary roundabout on Sanborn Road and McCune Drive in Yuba City as shown in the exhibit, approving the installation of a temporary roundabout on Sanborn Road and McCune Avenue in Yuba City.
- 26. 2025 City Council Meeting Calendar**
- Recommendation: Cancel the January 7, 2025 Regular City Council Meeting, approve the 2025 City Council Meeting Calendar, and provide for Special Workshops to be scheduled as needed

Future Agenda Items

27. Future Agenda Items

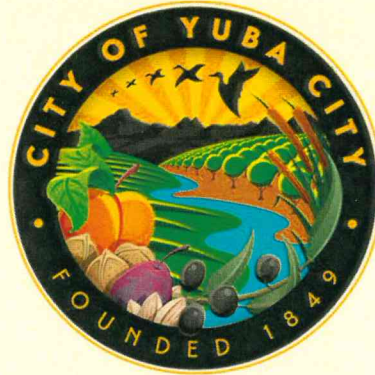
Reports and Communications

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

28. City Manager's Report

29. City Council Reports

Adjournment



Certificate of Appreciation

Is hereby presented to

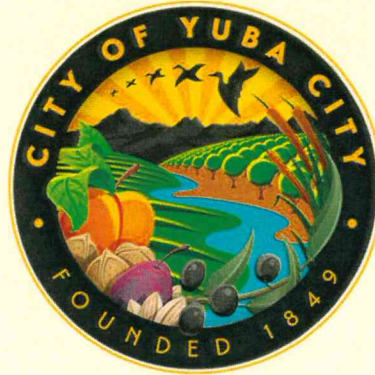
Cub Scout Pack 43

In appreciation for your testimony of sincere patriotism, loyalty, love for our country and respect for the American flag.

**Posting of Flags along Veterans Memorial Circle
in honor of Veteran's Day and Memorial Day**

at the City of Yuba City Council Meeting on the 19th day of November, 2024

SHON HARRIS, MAYOR OF YUBA CITY



Certificate of Appreciation

Is hereby presented to

Boy Scout Troop 389

In appreciation for your testimony of sincere patriotism, loyalty, love for our country and respect for the American flag.

**Posting of Flags along Veterans Memorial Circle
in honor of Veteran's Day and Memorial Day**

at the City of Yuba City Council Meeting on the 19th day of November, 2024

SHON HARRIS, MAYOR OF YUBA CITY

Proclamation

OF THE CITY COUNCIL

DREW CRAWFORD Fire Apparatus Operator In Recognition of your Retirement

WHEREAS, Drew Crawford resigned from the Yuba City Fire Department on October 2, 2024, with over 26 years of service to the City of Yuba City and the residents of Sutter County; and

WHEREAS, Drew Crawford began his 26-year career with the Yuba City Fire Department on October 24, 1998, and, during the subsequent years has held the rank of Fire Recruit, Firefighter I, Firefighter II, and Fire Apparatus Operator; and

WHEREAS, during his 26 years with the Yuba City Fire Department, Drew Crawford served and participated in every aspect of a modern fire department, including being a member of the Department's Advanced Technical Rescue (ATR)/Swift Water Rescue & Tactical EMS Teams, serving on the department's Safety Committee, and provided training as a Code 3 Driving Instructor; and

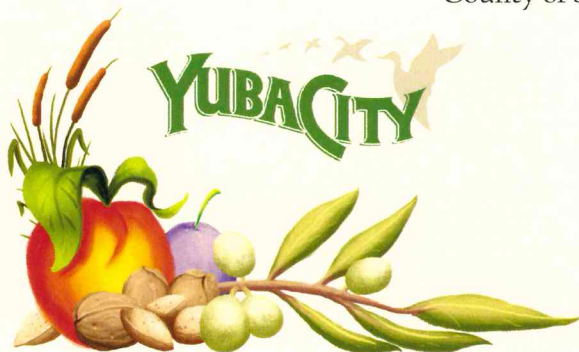
WHEREAS, Drew Crawford contributed to the growth, success, and professionalism of the Yuba City Fire Department and the firefighting profession by serving on various department committees such as Fill the Boot, Trauma Intervention Program, YCFD Rib Feed, Mel Good Breakfast & Geweke Pink October Fashion Shows; and

WHEREAS, during his career, Drew Crawford developed and organized the Yuba City Fire Department's successful Breakfast with Santa Clause event and was a member of the Children's Public Education Code 3 Clowns, acting as Axe, teaching fire and life safety to youth throughout the Yuba Sutter Region; and

WHEREAS, it is right and appropriate to recognize Drew Crawford on his retirement after many years of faithful service and for his many contributions to the Yuba City Fire Department.

NOW, THEREFORE, BE IT RESOLVED that I, Shon Harris, Mayor of the City of Yuba City, and on behalf of the entire City Council of the City of Yuba City, do hereby honor and commend Fire Apparatus Operator Drew Crawford for his service to the Yuba City Fire Department, the City of Yuba City, and to the people of Yuba City, and commend him for his 26-year career in the Fire Service, and wish him much success and happiness in his well-deserved retirement.

Done on this 19th day of November 2024, at the City of Yuba City,
County of Sutter, State of California.



Shon Harris

MAYOR

Proclamation

OF THE CITY COUNCIL

SAM ESCHEMAN **Police Commander** **In Recognition of your Retirement**

WHEREAS, Sam Escherman began his career with the Yuba County Probation Department in June 1997, went on to work at the Yuba County Sheriff's Office and the Marysville Police Department. Commander Escherman was hired as a Police Officer by the City of Yuba City on August 23, 2001; and

WHEREAS, he successfully competed and was selected to the positions of Police Detective, Police Sergeant, Police Lieutenant, and his last rank of Police Commander in May 2021; and

WHEREAS, Commander Escherman has been recognized with numerous awards and commendations for his exemplary professional performance including letters of appreciation from local schools, allied Law Enforcement agencies, commanding officers and members of the public at large.

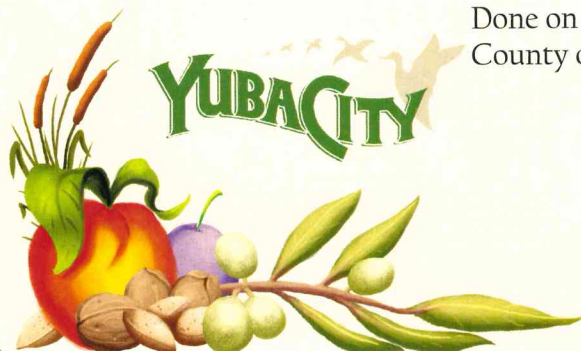
WHEREAS, Commander Escherman has served as an example of a leader, a team player and an innovator in his capacity as an employee of the City of Yuba City. In his distinguished career, Commander Escherman has completed over 1600 hours of training certified by the California Commission on Peace Officer Standards and Training and attended the Senior Management Institute for Police presented by the Police Executive Research Forum. He demonstrated his desire for self-improvement by completing his Bachelor of Science degree from the California State University Long Beach, while being employed full-time with the Yuba City Police Department; and

WHEREAS, Sam Escherman took an oath when he was hired to, "Preserve, Protect and Defend the Constitution," an oath he never broke; and

WHEREAS, Commander Escherman kept faith with the public he so honorably served for many years.

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby congratulate Commander Sam Escherman on the occasion of his honorable retirement. We wish Commander Escherman the very best in his future.

Done on this 17th day of November, 2024 in the City of Yuba City,
County of Sutter, State of California.



Shon Harris

MAYOR

Proclamation

OF THE CITY COUNCIL

HOMELESSNESS AWARENESS MONTH

November 2024

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

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

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

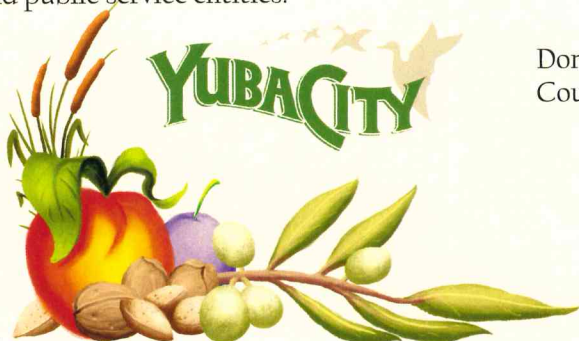
WHEREAS, programs such as the Yuba City Police Department's Homeless Liaison Officers, Better Way, Hands of Hope, and the Coordinated Entry System have been achieving success as collaborative resources added within the last seven years, increasing shelter beds and housing stock; and

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

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

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

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



Done on this 19th day of November, 2024 in the City of Yuba City,
County of Sutter, State of California.

MAYOR



CDBG PRESENTATION

2025-2029

Consolidated Plan Process

Proclamation

OF THE CITY COUNCIL

CITY OF YUBA CITY Proclaiming 10th Street Bridge As The POW/ MIA 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, as of September 2024, Sutter County is home to 4,967 veterans, and Yuba County is home to 5,750 veterans, whose service and sacrifices exemplify dedication to our nation; and

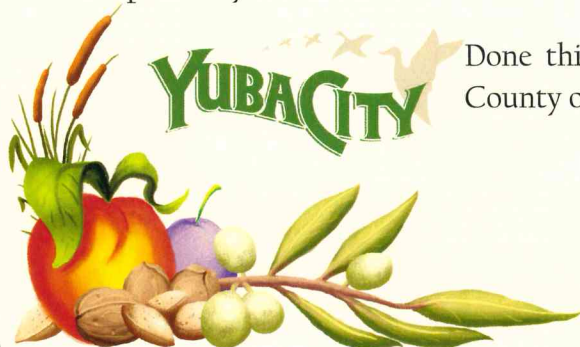
WHEREAS, the POW/MIA Flag, adopted in January 1972 and officially recognized by Congress in 1990, bears the powerful message "YOU ARE NOT FORGOTTEN," serving as a lasting tribute to the 82,000 service members still listed as Missing in Action; and

WHEREAS, the Marysville Veterans of Foreign Wars Post 948, under the leadership of Past Commander Brock Bowen, has championed the effort to honor the legacy of POWs and MIAs by designating the 10th Street Bridge as the POW/MIA Bridge; and

WHEREAS, on February 6, 2024, the Yuba City Council officially proclaimed the 10th Street Bridge as the Medal of Honor Bridge, celebrating the heroism and valor of our nation's most distinguished service members; and

WHEREAS, in addition to its designation as the Medal of Honor Bridge, the City Council now seeks to further recognize the sacrifices of Prisoners of War and those Missing in Action by proclaiming the bridge as the POW/MIA Bridge.

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 POW/MIA Bridge, in addition to its designation as the Medal of Honor Bridge, and hereby encourages the residents and businesses of Yuba City to show their appreciation for sacrifices that our military personal male defending our freedoms, to acknowledge their courage, and to show them the honor and respect they have earned.



Done this 19th day of November, 2024 at the City of Yuba City,
County of Sutter, State of California.

MAYOR

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

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

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes of the November 5, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the November 5, 2024 Regular Meeting of the City Council
Fiscal Impact: None

Attachments:

1. 11-05-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY

NOVEMBER 5, 2024

5:30 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 5:31 PM

Roll Call

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

Absent: None

Closed Session

- A. Conference With Legal Counsel—Existing Litigation (Pursuant to Government Code Section 54956.9(d)(1))
Name of case: Bryn Roebuck Kunde, Claim number: 0696610146

No public comment received

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Harris at 6:03 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Wade Kirchner, Councilmember

Pledge of Allegiance to the Flag

Michael Pasquale, Councilmember

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney

Agenda Modifications

No changes were made

Public Communication

1. Appearance of Interested Citizens

Kristy Macy spoke
Piara Johl spoke
Tony Kurlan spoke

Consent Calendar

[Item 4 was pulled from the Consent Calendar to be discussed separately]

Councilmember Pasquale moved and Vice-Mayor Shaw seconded the motion to approve Consent Calendar items 2, 3 & 5

2. Minutes of the October 15, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and Minutes of October 22, 2024 Special Meeting of the City Council

Approve the Minutes of the October 15, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council and the Minutes of October 22, 2024 Special Meeting of the City Council

3. Fiscal Year 2025-2026 Waste Tire Enforcement Grant Application

Adopt **Resolution 24-138** authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2025-26

4. [Item 4 was pulled from the Consent Calendar to be discussed separately]

Appointments to the City of Yuba City Youth Commission

Presentation by: Ciara Wakefield, City Clerk Administrator

Action: _____ Approve the Recommendations for Appointments to the Youth Commission

5. City Welcome Sign Final Design, Fabrication, and Installation (Award)

Adopt **Resolution 24-139** to award a Professional Services Agreement to Square Signs LLC, dba Front Signs of Burbank, CA for the City Welcome Sign final design, fabrication, and installation in the amount of \$80,882.70, subject to material terms, with the finding that it is in the best interest of the City, and adopt a Class 1 (existing facilities) and Class 3 (new construction of small structures) Categorical Exemptions

The motion was passed unanimously

Business Items

[Item 4 was pulled from the Consent Calendar to be discussed separately]

4. Appointments to the City of Yuba City Youth Commission

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

Approve the Recommendations for Appointments to the Youth Commission

The motion was passed unanimously

6. Zoning Code Amendment (ZC) 24-01; Updating the development standards for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) for consistency with State law

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

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

Introduce an Ordinance of the City Council of the City of Yuba City repealing, relacing, and renaming Section 8-5005 to Accessory Dwelling Units and Junior Accessory Dwelling Units, adopt a CEQA finding under Public Resources Code section 21080.17, and waive the first reading

The motion was passed unanimously

7. Street Banner Policy and Program

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 24-140** to amend the City's existing Street Banner Policy to include the Hometown Hero Banner Program guidelines

Council requested 4 additional banner locations to recognize Beale servicemembers with Yuba City ties on a quarterly basis

The motion was passed unanimously

8. Habitat for Humanity Yuba/Sutter, Inc., Request for Letter Showing Site Control for Property Located at 211 and 217 South Walton Avenue

Habitat for Humanity representatives spoke:

Brian Bulaya

Joseph Hale

John Nicoletti

City Council considered a request from Habitat for Humanity Yuba/Sutter, Inc., for a letter providing evidence of site control for City-owned property located at 211 and 217 South Walton Avenue for the purpose of a U.S. Department of Housing and Urban Development Section 202 Supportive Housing for the Elderly grant

No action was taken

Future Agenda Items

9. Future Agenda Items

Council requested an update on 640 Taber Avenue

Reports and Communications

10. City Manager's Report

11. 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 7:43 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brent Slade, Police Commander

Summary

Subject: Purchase one (1) Ford Maverick Truck for the Police Volunteer (VIP) Program and five (5) Police Motorcycles for Patrol

Recommendation: Adopt a Resolution to:

A. Award the purchase of one (1) Ford Maverick truck to Larry Geweke Ford of Yuba City, CA., for the amount of \$29,009.98, with the finding it is in the best interest of the City

B. Authorize the purchase of five (5) Harley-Davidson FLHTP motorcycles to Yuba City Harley-Davidson of Yuba City, CA, in the amount of \$130,938.65 with the finding that it is in the best interest of the City

C. Authorize the purchase and installation of equipment for Cop Shop Installations of Yuba City, CA, in the estimated amount of \$4,444.77 with the finding that it is in the best interest of the City

D. Authorize the Finance Director to transfer \$131,986.40 from 225-Z69990 (Traffic and Safety) to 6610-Z69980 (vehicle replacement fund) to cover the remaining cost of the purchase. The accumulated replacement funds for the motorcycles in the amount of \$32,407 is available in account 6610-69401 (vehicle replacement fund)

E. Authorize the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the purchase of one (1) Ford Maverick Truck and Five (5) Police Motorcycles in the amount of \$164,393.40

Fiscal Impact: \$159,948.63 for the vehicles plus an additional \$4,444.77 for the equipment and installation. The accumulated replacement funds for the motorcycles in the amount of \$32,407 is available in account 6610-69401 (vehicle replacement fund). A transfer of \$131,986.40 from 225-Z69990 (Traffic and Safety) to 6610-Z69980 (vehicle replacement fund) to cover the remaining cost of the purchase

Purpose:

Purchase of one (1) Ford Maverick Truck for the Police Volunteer (VIP) Program and five (5) replacement Police Motorcycles for the Traffic Unit to maintain effective traffic enforcement and timely

collision response.

Council's Strategic Goal:

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

Background:

Each year, Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, the number of miles on the vehicle and the anticipated maintenance cost if the vehicle remains in service. The Police Volunteer (VIP) program is comprised of repurposed outdated former patrol vehicles that no longer meet the department's current safety standards. These vehicles, while functional, lack the advanced safety features present in new models.

With the expected purchase of the Ford Maverick truck, the City must also outfit the vehicle with the equipment needed. Equipment to be purchased and/or installed includes a light bar and graphics. The City always attempts to salvage equipment from vehicles going out of service and place it in the new vehicles, assuming they are compatible. However, because the equipment is so out-of-date, the purchase of new equipment is necessary to maintain operational standards and safety.

In 2003, the City entered into its first purchase agreement with Guidera's Harley-Davidson of Yuba City to acquire motorcycles for the Police Department with a buyback clause. The buyback clause obligated Guidera's to buy back the motorcycles after a specified term at a predetermined price. This buy-back model has been continued with the new owners of previously named Guidera's Harley-Davidson of Yuba City now re-named to Harley-Davidson of Yuba City. Over the years, as the retail price of motorcycles and the retail environment has evolved, so has the buyback agreement. Previously, the agreements had the City retaining the motorcycles for three (3) years with a buyback at the original pre-tax base price less a discount of \$4,500 per motorcycle. The new contract will be a (4) year contract.

Motorcycles continue to be an asset to the Police Department for use in traffic enforcement and collision response. The Police Department worked closely with Finance and Fleet Maintenance staff researching this purchase.

Analysis:

Purchase one (1) Ford Maverick Truck - Police Volunteer (VIP) Program

It has been a long-standing practice for the Police Department to use three (3) repurposed patrol vehicles for the volunteer (VIP) program. These vehicles are used on a daily basis for the volunteers to conduct vacation checks, transport message boards to different parts of the City, as well as transport patrol vehicles to and from the corporation yard. Over the past five years, the City has spent approximately \$17,510 on maintenance and repairs for these three vehicles. Due to budgetary constraints, the Police Department is seeking to replace two (2) of the current volunteer vehicles with one new vehicle and replace the third vehicle at a later time. The City would have significant cost savings by replacing these vehicles.

Three quotes were received from three different vendors for the purchase of the Ford Maverick. The following are the vendors and quoted prices for the vehicle:

<u>Vendors</u>	<u>Price</u>
Larry Geweke Yuba City, CA	\$29,009.98
Gridley Ford Gridley, CA	\$29,612.50
Downtown Ford Sacramento, CA	\$29,731.63

Larry Geweke was the low bidder and has this vehicle in stock.

Purchase five (5) Police Motorcycles - Patrol

Staff continues to review the financial soundness of each buyback agreement and compare it with other purchase options and, currently, this agreement with Harley-Davidson of Yuba City remains the best available value for fielding police motorcycles.

The buyback will take place within or about January 2025 for \$4,500 less than the original purchase price, not including taxes and fees. This agreement keeps the City with a local vendor and saves the hassle of dismantling the current motorcycles and selling them to the public. The total buyback for the current (3) 2021 motorcycles is \$39,126 or \$13,042 per motorcycle. The future buyback of the 2025 motorcycles on or about January 2029 will be set at \$16,484 per unit.

Two of the five motorcycles were totaled in traffic collisions in 2024. It is anticipated insurance will pay out \$8,825.00 for the first totaled motorcycle which will be deposited into the vehicle replacement fund. Insurance is still pending on the second totaled motorcycle.

A (4) year buyback agreement allows us to sell back the motorcycles prior to the need for costly out-of-pocket repairs beginning to occur on aging motorcycles.

The current contract obligated the dealer to buy back the motorcycles, barring any deterioration other than normal wear and tear, in January 2025. The contract could be voided if the City chooses to retain the current motorcycles any further.

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

Fiscal Impact:

\$159,948.63 for the vehicles plus an additional \$4,444.77 for the equipment and installation. The accumulated replacement funds for the motorcycles in the amount of \$32,407 is available in account 6610-69401 (vehicle replacement fund). A transfer of \$131,986.40 from 225-Z69990 (Traffic and Safety) to 6610-Z69980 (vehicle replacement fund) to cover the remaining cost of the purchase.

Alternatives:

1. Defer the purchase of VIP vehicle

2. Defer the purchase of the new motorcycles
3. Request competitive bid process for purchase of motorcycles

Recommendation:

Adopt a Resolution to:

A. Award the purchase of one (1) Ford Maverick truck to Larry Geweke Ford of Yuba City, CA., for the amount of \$29,009.98, with the finding it is in the best interest of the City.

B. Authorize the purchase of five (5) Harley-Davidson FLHTP motorcycles to Yuba City Harley-Davidson of Yuba City, CA, in the amount of \$130,938.65 with the finding that it is in the best interest of the City.

C. Authorizes the purchase and installation of equipment for Cop Shop Installations of Yuba City, CA, in the estimated amount of \$4,444.77 with the finding that it is in the best interest of the City.

D. Authorize the Finance Director to transfer \$131,986.40 from 225-Z69990 (Traffic and Safety) to 6610-Z69980 (vehicle replacement fund) to cover the remaining cost of the purchase. The accumulated replacement funds for the motorcycles in the amount of \$32,407 is available in account 6610-69401 (vehicle replacement fund).

E. Authorize the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the purchase of one (1) Ford Maverick Truck and Five (5) Police Motorcycles in the amount of \$164,393.40.

Attachments:

1. RESOLUTION
2. THREE (3) QUOTES
3. HARLEY QUOTE
4. COP SHOP INSTALLATIONS

Prepared By:

Brent Slade
Police Commander

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE SOLE SOURCE PURCHASE OF FIVE (5) HARLEY
DAVIDSON FLHTP MOTORCYCLES FROM HARLEY DAVIDSON OF YUBA
CITY, AWARDING THE PURCHASE OF ONE (1) FORD MAVERICK FROM
LARRY GEWEKE FORD AND AUTHORIZING THE SOLE SOURCE
PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT TO COP SHOP
INSTALLATIONS**

WHEREAS, the City has identified the need for five (5) Harley Davidson FLHTP motorcycles to enhance its fleet for improved response and mobility within the community; and

WHEREAS, Harley Davidson of Yuba City is the local authorized dealer and qualified vendor capable of providing the Harley Davidson FLHTP models to meet the specific needs of the city, ensuring reliable service and availability of replacement parts; and

WHEREAS, the City has also identified the need to purchase one Ford Maverick for the Volunteer Program (VIP), recognizing its versatility, economical utility, and essential dependability; and

WHEREAS, the Ford Maverick provides enhanced safety features critical for the VIP, ensuring that volunteers can operate safely in various conditions,

WHEREAS, Larry Geweke Ford of Yuba City is the local authorized dealer and a trusted source for both the vehicle and its ongoing maintenance, providing reliable support to ensure the vehicle's optimal performance for the program; and

WHEREAS, the City intends to sole source the required vehicle to Larry Geweke Ford of Yuba City, CA due to a special situation; and

WHEREAS, the City intends to sole source the required motorcycles to Harley-Davidson of Yuba City, due to a special situation; and

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

WHEREAS, the City desires to authorize the sole source purchase of the Ford Maverick from Larry Geweke Ford with the findings it is in the best interest of the City.

WHEREAS, the City desires to authorize the sole source purchase to Harley-Davidson of Yuba City with the findings it is in the best interest of the City.

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

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

1. The City Council of Yuba City authorizes the sole source purchase of one (1) Ford Maverick from Larry Geweke Ford located in Yuba City, Ca. Larry Geweke Ford provided a quote at a fair and reasonable cost. This decision is made in recognition of the dealership's proximity, which supports our local economy, and its ability to provide prompt, accessible service, parts, and warranty support. Larry Geweke Ford's location and authorized status for Ford vehicle sales ensure that this acquisition is cost-effective and meets the operation requirements, without incurring additional logistical expenses. The Ford Maverick meets the operational safety standards essential to department operations. As such, the City Council approves the purchase of the vehicle to Larry Geweke Ford of Yuba City, Ca. in the amount of \$29,009.98 and authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.
2. The City Council of Yuba City authorizes the sole source purchase of five (5) Harley-Davidson FLHTP police motorcycles from Harley-Davidson of Yuba City, in recognition of their unique buy-back program, which provides significant long-term savings at the time of replacement. As the local authorized dealer, Harley-Davidson of Yuba City offers essential proximity advantages, including immediate access to maintenance, parts, and support services ensuring operational continuity and cost efficiency for the City. The Harley-Davidson FLHTP has unique performance specifications and is one in which department staff have specialized training and extensive expertise in riding. As such, the City Council hereby authorizes the City Manager to purchase the five (5) Harley-Davidson FLHTP motorcycles from Harley-Davidson of Yuba City and one (1) Ford Maverick in the total amount not to exceed \$130,938.65 without written consent from the City subject to approval as to legal form by the City Attorney.
3. The City Council of Yuba City finds that a sole source award is appropriate on grounds that Cop Shop Installations has previously provided the City with satisfactory equipment and installation at a very reasonable price. Historically, Cop Shop Installations has provided the lowest hourly work rate, leading to an overall lower work cost, and has provided equipment with the design/specifications that are essential to department operations and for which departmental staff have training. The purchase and installation of Police vehicle equipment to Cop Shop Installations is in the best interest of the City as they have provided satisfactory work on Police vehicles in the past at a reasonable cost and the proposed negotiated prices are reasonable as well. As such, the City Council approves the purchase of equipment for the vehicles to Cop Shop Installations of Yuba City in the amount of \$4,444.77 and authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.
4. The City Council authorizes the capital acquisition of five (5) Harley-Davidson FLHTP motorcycles and one (1) Ford Maverick to enhance the operational capabilities of the police department. These vehicles are deemed necessary to support the essential functions of the police department, ensuring safety, reliability, and efficiency in the performance of its duties. The capital acquisition shall be funded through the vehicle replacement fund (6610-69401), with all procurement process adhering to the applicable policies and procedures of the City.
5. This resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of November

2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



**LARRY
GEWEKE**
FORD • KIA

871 E ONSTOTT RD
YUBA CITY, CA 95991
(530)821-2121

48451

QUOTE

Customer

Name CITY OF YUBA CITY
Address 1185 MARKET STREET
City YUBA CITY State CA ZIP 95991
Phone _____

Misc

Date 10/11/2024
Order No. 48451
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	2024 FORD MAVERICK CREWCAB 2WD HYBRID		\$27,010.00
	3FTTW8A33RRB58672		

TIRE AND DMV \$41.75

Payment

Check

Tax Rate(s) 7.25% \$1,958.23

Comments

Name _____
CC # _____
Expires _____

TOTAL \$29,009.98

Office Use Only

Contact

Geweke Ford

(530) 821-2121

DEALER 72A 408

VIN 3FTTW8A33RRB58672

WSAG MAVERICK XL FWD	Suggested Retail Price	23920 00	Invoice Amount	23441 00
2024 MODEL YEAR				
YZ OXFORD WHITE				
9W BLACK ONYX-MED DK SLATE TRIM				
INCLUDED ON THIS VEHICLE				
EQUIPMENT GROUP 100A				
OPTIONAL EQUIPMENT/OTHER				
.XL TRIM				
993 2.5L HYBRID ENGINE	1750 00		1628 00	
445 AUTO CV TRANSMISSION	NC		NC	
60B TRAILER HITCH RECEIVER	100 00		93 00	
425 50 STATE EMISSIONS	NC		NC	
153 FRONT LICENSE PLATE BRACKET	NC		NC	
TOTAL OPTIONS/OTHER	1850 00		1721 00	
TOTAL VEHICLE & OPTIONS/OTHER	25770 00		25162 00	
DESTINATION & DELIVERY	1595 00		1595 00	
TOTAL FOR VEHICLE	27365 00			
FUEL CHARGE				
			53 10	
CV LOT MANAGEMENT			10 00	
CA NEW MTR VEHICLE BOARD FEES			65	
SHIPPING WEIGHT 3544 LBS.				
TOTAL	27365 00		26820 75	

48451

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Geweke Ford 871 East Onstott Rd. Yuba City		72A408 CA 95991		Order Type 2				Ramp Code RA84		Batch ID RJ211		Price Level 440	
Ship to (if other than above)				Date Inv. Prepared		Item Number		Transit Days		Ship Through			
				09 21 24		72-2016		19					
Invoice & Unit Identification NO. 3FTTW8A33RRB58672				Final Assembly Point HERMOSILLO				Finance Company and/or Bank Ford Motor Credit 000001					
HB		Invoice Total		A & Z Plan		D Plan		X Plan		Protected Invoice Amount		AA	
515		26820.75		26000.75		26100.75		26988.47				387.00	

This invoice to be used for the billing of vehicles only

Dealer's copy

- Subscreens
- Buyer
 - Buyer Main
 - Buyer Additional
 - Co-Buyer
 - Co-Buyer Main
 - Co-Buyer Additional
 - Vehicle
 - Sold Vehicle
 - Sold Vehicle Additional
 - Sold Vehicle Value
 - Trade-Ins
 - Trade-In 1 Value
 - Trade-In 1
 - Trade-In 1 Additional
 - Trade-In 1 BPM Values
 - Trade-In 2 Value
 - Trade-In 2
 - Trade-In 2 Additional
 - Trade-In 2 BPM Values
 - Optional Sales
 - Options
 - Dealer Equipment
 - We-Dues
 - User Data
 - Down Payment
 - Rebates and Discounts

Multiple Scenarios

Flexible Field

Scenario 1

Deal # 00NT3506 Status Quote

Primary

2

3

4

Deal Type	Cash			
Lienholder/Lessor	Cash			
Stock#	00NT3506			
	2024 FORD MAVERICK			
01 Sales Price	27015.00			
Optional Sales				
Service Contracts				
Insurance				
Sales Taxes / Fees	2597.50			
02 Total Sales Price	29612.50			
03 Cap Reduction				
04 Down Payment	29612.50			
05 Trade Equity				
Due On Delivery				
06 Amt Fin/Net Cap				
07 Residual/Balloon				
08 Term				
09 Rate / Money Factor				
Payment				

HRM-005290 CA 9-NORMAL, NB, 205290, RJ092 10728

UTC CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXPL ROTA

000000 3005/4406 3FTTW8A31 RRB58377 NB



ford.com

VEHICLE DESCRIPTION

MAVERICK

2024 XL FWD
121" WHEELBASE
2.5L HYBRID ENGINE
AUTO CV TRANSMISSIONEXTERIOR
OXFORD WHITE
INTERIOR
BLACK ONYX-MED DK SLATE TRI

RR B58377

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- CONFIGURABLE DAYTIME RUNNING LAMPS
- DOOR HANDLES - BLACK
- EASY FUEL® CAPLESS FILLER
- FLEXBED™ STORAGE SYSTEM
- GRILLE - BLACK MESH
- HEADLAMPS-LED AUTO HI-BEAM
- HEADLAMPS-LED AUTO ON/OFF
- MANUAL LOCKING TAILGATE
- WIPERS- INTERMITTENT

INTERIOR

- 1-TOUCH DOWN DRIVER WINDOW
- 2ND ROW BENCH FLIP-UP W/ UNDER-SEAT STORAGE
- 4.2" PRODUCTIVITY SCREEN
- CLOTH BENCH REAR SEAT
- MANUAL A/C, SINGLE ZONE
- MAP POCKETS-PASSENGER
- POWER LOCKS AND WINDOWS
- POWERPOINTS - 12V
- ROTARY GEAR SHIFT DIAL W/ SELECTABLE DRIVE MODES
- TILT/TELESCOPE STR COLUMN
- USB A AND C
- VINYL SOFT CONSOLE LID

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- 8.0" CTR STACK TOUCHSCREEN
- AM/FM STEREO W/6 SPEAKERS
- APPLE CARPLAY™ AND ANDROID AUTO™
- BATTERY SAVER FEATURE
- CRUISE CONTROL
- ELECTRIC PARKING BRAKE
- ELECTRONIC PWR ASST STEER
- FORDPASS™ CONNECT
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- REMOTE START- FORDPASS APP

SAFETY/SECURITY

- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- LATCH CHILD SAFETY SYSTEM
- SECURILOCK® ANTI-THEFT SYS
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID UNIQUE COMPONENTS IF EQUIPPED

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 100A

OPTIONAL EQUIPMENT/OTHER

- 2.5L HYBRID ENGINE
- AUTO CV TRANSMISSION
- 50 STATE EMISSIONS
- FRONT LICENSE PLATE BRACKET

(MSRP)

1,500.00
NO CHARGE
NO CHARGE
NO CHARGE

PRICE INFORMATION

BASE PRICE
TOTAL OPTIONS/OTHER

(MSRP)

\$23,920.00
1,500.00TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY25,420.00
1,595.00

EPA DOT Fuel Economy and Environment

Fuel Economy

37 MPG
combined city/hwy

42 city

33 highway

2.7 gallons per 100 miles

Small Pickup Trucks range from 18 to 37 MPG. The best vehicle rates 140 MPG.

You save \$2,500
in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost
\$1,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

This vehicle emits 237 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fueleconomy.gov.

Smog Rating (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal
CrashDriver
Passenger★★★★★
★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side
CrashFront seat
Rear seat★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

3FTTW8A31RRB58377



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FordPass Connect™

Download the FordPass™ app* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

- Activate 4G LTE Wi-Fi Hotspot
- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Complete vehicle-to-vehicle (V2V) communication. FordPass Connect™ is an optional feature. See your dealer for details. ©2023 Ford Motor Company. All rights reserved. Ford, FordPass, and FordPass Connect are trademarks of Ford Motor Company.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

Ford | FORD PROTECT™

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SCAN OR TEXT 3FRB58377 TO 48028

www.ford.com/help/privacy-terms/

10/22/2024



ASW-102224-1530

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name COMMANDER SLADE - YUBA CITY PD
Address 1545 POOLE BLVD
City YUBA CITY State CA Zip 95993
Phone 530-822-4678

DATE 10/22/2024
SALES REP AARON
PHONE 916-929-0577
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	2024 FORD MAVERICK CREW CAB FWD - HYBRID	\$27,015.00	\$27,015.00
OPTIONS	VIN: 3FTTW8A31RRB49436		
	EXTERIOR COLOR: WHITE		
	PRICING BELOW SUBJECT TO CHANGE		
	993 - 2.5L HYBRID ENGINE		
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 9.125% BASED ON REGISTRATION ADDRESS		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$27,100.00
DELIVERY	\$150.00
SALES TAX	\$2,472.88
CA Tire Tax	\$8.75
TOTAL	\$29,731.63

Office Use Only

HRM-001246 CA 9-NORMAL, NB, 201246, RJ063 2888

UTC CERT CERT TRD RAMP BUMP CAMP BOOK EXCEL POT

000000 78/1289 3FTTW8A31 RRB49436 NB



MAVERICK

2024 XL FWD
121" WHEELBASE
2.5L HYBRID ENGINE
AUTO CV TRANSMISSION

RR B49436

EXTERIOR
OXFORD WHITE
INTERIOR
BLACK ONYX-MED DK SLATE TRI

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- | | | | |
|---|---|---|--|
| EXTERIOR <ul style="list-style-type: none">• CONTOURED DAYTIME RUNNING LAMPS• DOOR HANDLES - BLACK• EASY FUEL® CARLESS FILLER• FLEXIBLE™ STORAGE SYSTEM• GRILLE - BLACK MESH• HEADLAMPS-LED AUTO HI-BEAM• HEADLAMPS-LED AUTO ON/OFF• MANUAL LOCKING TAILGATE• WIPERS- INTERMITTENT | INTERIOR <ul style="list-style-type: none">• DOWN DRIVER WINDOW• 2ND ROW BENCH FLIP-UP W/ UNDER-SEAT STORAGE• 4.2" PRODUCTIVITY SCREEN• 4.2" PRODUCTIVITY SCREEN• MANUAL, A/C, SINGLE ZONE• MAP POCKETS-PASSENGER• POWER LOCKS AND WINDOWS• POWERPOINTS - 12V• ROTARY GEAR SHIFT DIAL W/ SELECTABLE DRIVE MODES• TILT/TELESCOPE STR COLUMN• USB A AND C• VINYL SOFT CONSOLE LID | FUNCTIONAL <ul style="list-style-type: none">• STEERING LOCK BRAKE SYS• 8" X 10" STICK SHOCKERS• 4M/FX STEREO W/6 SPEAKERS• APPLE CARPLAY™ AND ANDROID AUTO™• BATTERY SAVING FEATURE• CRUISE CONTROL• ELECTRIC PARKING BRAKE• ELECTRONIC PWR ASST STEER• FORDPASS™ CONNECT• PRE-COLLISION ASSIST W/AEB• REAR VIEW CAMERA• REMOTE KEYLESS ENTRY• REMOTE START- FORDPASS APP | SAFETY/SECURITY <ul style="list-style-type: none">• 25.4" ROLL-OVER CANOPY®• 8" X 10" STICK SHOCKERS• LATCH CHILD SAFETY SYSTEM• SECURILOCK® ANTI-THEFT SYS• THE PRESSURE MONIT SYS |
|---|---|---|--|

INCLUDED ON THIS VEHICLE
EQUIPMENT GROUP 100A
OPTIONAL EQUIPMENT/OTHER
2.5L HYBRID ENGINE
AUTO CV TRANSMISSION
NO CHARGE
50 STATE EMISSIONS
FRONT LICENSE PLATE BRACKET

PRICE INFORMATION
BASE PRICE \$23,920.00
TOTAL OPTIONS/OTHER 1,500.00
TOTAL VEHICLE & OPTIONS/OTHER 25,420.00
DESTINATION & DELIVERY 1,595.00

MSRP	MSRP
RAMP ONE	RAMP TWO
RAB4	RAIL
ITEM #	72-H010 ORT 1
TOTAL MSRP \$27,015.00	
Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .	
Ford Credit	
SPECIAL ORDER	
RJ063 N RB 2X 435 001246 09 06 24	

EPA Fuel Economy and Environment DOT

Fuel Economy
37 MPG combined city/hwy
42 city
33 highway
2.7 gallons per 100 miles

You save
in fuel costs over 5 years compared to the average new vehicle.
\$2,500

Fuel Economy & Greenhouse Gas Rating (tailpipe only)
1 7 10 10 10 10
Best Smog Rating (tailpipe only)

Annual fuel cost
\$1,450

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 25 MPG and costs \$3,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal	Driver	★ ★ ★ ★ ★
Crash	Passenger	★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side	Front seat	★ ★ ★ ★ ★
Crash	Rear seat	★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

3FTTW8A31RRB49436

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FordPass Connect™
Download the FordPass™ app* and you can:
• Access Vehicle Control Features
• Remotely start, lock and unlock your vehicle.
• Locate your vehicle and check appropriate fuel usage.
• Receive vehicle health alerts.
• Activate 4G LTE Wi-Fi hotspot.
• New vehicles include a 3-year/36,000 mile (whichever comes first) Wi-Fi trial.
• Connect up to ten Wi-Fi-equipped devices.
*Optional cellular service required. See dealer for details. Coverage not available in all areas. See ford.com/fordpassconnect for details.

The FordPass Connect™ system is active and sending vehicle data (e.g. diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FORD PROTECT
Inks on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordProtect.com.

Scan QR code or visit www.ford.com/financing to see rates and terms.

May 8 data
Apply
Test HELP
for help
www.ford.com/financing

10/23/2024

ATTACHMENT 3



Harley Davidson Of Yuba City

720 W. Onstott Frontage Rd

Yuba City, Ca 95991

PH: 530-673-3548

July 18th. 2024

Proposal For Yuba City Police Department

Break down for each Motorcycle

2024 HD FLHTP		\$20,984.00
Doc Fee		\$85.00
Freight		\$850.00
Parts		\$5,373.35
Labor	13 hrs @\$150	\$1,950.00
	Sub Total:	<u>\$29,242.35</u>
Sublet Labor and Parts to install Radio, Radar, Gun mount (Cop Shop Installations)		\$1,500.00
	Sub Total:	<u>\$30,742.35</u>
Sales Tax 7.25%		\$1,900.58
4 Year Extended Service Plan/Tire Wheel		\$1,370.00
	Sub Total Per Bike:	<u>\$34,012.93</u>
	5 Bikes@ \$34,012.93	\$170,064.65
Buy Back (3) 2021 HD FLHTP	@\$13,042	- \$39,126.00
	Grand Total:	<u>\$130,938.65</u>

ATTACHMENT 4



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD

BILL TO:

TAX? N

Tel:

2024 FORD MAVERICK

Fax:

Attn: Lt SLADE

ITEM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
1	1	RLNT48Z-AMBRH4	ALL AMBER 48" LED LIGHT BAR W/4 BUTTON CONTROLLER AND SIGNAL MASTER	\$ 1,140.75	\$ 1,140.75
2	1	GRAPHICS		\$ 1,500.00	\$ 1,500.00
3	1	BEDLINER SPRAY		\$ 725.00	\$ 725.00
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
8				\$ -	\$ -
9				\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
12				\$ -	\$ -
13				\$ -	\$ -
14				\$ -	\$ -
15				\$ -	\$ -
TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED				TOTAL	\$ 3,365.75
LABOR: 30 DAYS FROM COMPLETION OF WORK				TAX 7.25%	8/31/1900
Notes:				Labor*	\$ 760.00
				Freight	\$ 75.00
				TRAVEL	\$ -
				TOTAL	\$ 4,444.77

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

Proposal good for 60 days.

DATE: 10/23/2024

DELIVERY:

*Labor does not include program

Thank - You,
Cop Shop Installations Inc

Signed By: _____

Ned Whisler
President/CEO

PO # _____

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

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Engineering Inspector Vehicle Purchase
Recommendation: Approve an increase to the capital acquisition budget allocation for the VRF-2501 Engineering Inspector Vehicle in the amount of \$3,230.47, for a total capital asset value of \$45,230.47
Fiscal Impact: \$45,230.47 – Account No. 6610-69410 (Vehicle Replacement Fund)

Purpose:

To inform City Council of the prior purchase of a vehicle for a Construction Inspector in the Engineering Division of the Public Works Department as requested in the Fiscal Year 24/25 operating budget, in accordance with Municipal Code 2-6.15. – Emergency purchases.

Council's Strategic Goals:

This item addresses Council's Strategic Goals of *Infrastructure* and *Public Safety* by facilitating field inspection of public and private construction projects to maintain City standards for safety and quality.

Background:

The Public Works Department filled a vacant Construction Inspector position in spring 2024 in order to support ongoing and increased inspection needs across private development, right-of-way public utility work, and City capital improvement projects. As this position had been vacant for several years, the Engineering Division did not have an available vehicle for the employee to use on an appropriate, continuous basis.

Subsequently, the Department requested the purchase of a Ford F-150 4x2 Extended Cab with a toolbox during the Fiscal Year 24/25 budget process. City Council approved this capital asset acquisition as part of the Fiscal Year 24/25 operating budget as VRF-2501 in the amount of \$42,000.

Analysis:

This requested amount was based on the cost information available during the budget preparation process. Once the fiscal year started and an appropriate truck was located at Larry Geweke Ford Kia (Geweke Ford), the price had increased to \$45,230.47, surpassing the allocated asset value. Council must approve a budget allocation increase for any capital asset exceeding the amount previously

authorized in order to appropriately capitalize, depreciate, and fund replacement for the asset per the City's Capital Asset Policy.

In order to secure the available truck and pricing, Geweke Ford requested that the City encumber the funds and purchase the vehicle as soon as possible; otherwise, the City would need to wait for the 2025 vehicle models, with higher pricing anticipated. As scarcity, long delivery times, and price variability continue to make vehicle acquisitions difficult and costly, the Administration, Finance, and Public Works Departments collaboratively recommended that the City move forward with the sole-source purchase of the vehicle as an "emergency purchase."

Per Municipal Code Section 2-6.15. – Emergency purchases including public projects, the City Manager as the Purchasing Officer is authorized to award a purchase of materials, supplies, or services that is determined to be an imminent need that precludes a required action by Council. Following said purchase, "the Purchasing Officer shall submit to the Council in writing a full explanation of the circumstances of such emergency and a description of the supplies purchased; this report shall become a part of the records of the next ensuing meeting of the Council and be open for public inspection." In the subject purchase, the Council action precluded by the emergency was approval of the additional capital asset allocation prior to the Purchasing Officer's award.

Fiscal Impact:

The increased cost for the acquisition of VRF-2501 for the Engineering Division was \$3,230.47, for a total capital asset value and purchase price of \$45,230.47. There is sufficient funding available in the Vehicle Replacement Fund (Account No. 6610-69410) for this increased allocation.

Alternatives:

This item is informative only, as the purchase was completed as an emergency.

Recommendation:

Approve an increase to the capital acquisition budget allocation for the VRF-2501 Engineering Inspector Vehicle in the amount of \$3,230.47, for a total capital asset value of \$45,230.47.

Attachments:

1. Geweke Ford Quote No. 48205 - Engineering Inspector Vehicle Purchase

Prepared By:
Scarlett O. Harris
Administrative Analyst III

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1



871 E ONSTOTT RD
YUBA CITY, CA 95991
(530)821-2121

Invoice No. 48205

QUOTE

Customer

Name CITY OF YUBA CITY
Address 1185 MARKET STREET
City YUBA CITY State CA ZIP 95991
Phone

Misc

Date 7/8/2024
Order No. 48205
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	2024 FORD F150 SUPERCAB 4X2 XL RETAIL PRICE		\$45,120.00
1	DEALER NET INVOICE		\$43,112.00
1	GOVERNMENT PRICE CONCESSION		(\$1,600.00)
1	YOUR PRICE		\$41,512.00
1	GEWEKE 1.5 PERCENT		
1	TOTAL ON TRUCK		\$42,134.00
	1FTEX1KP3RKE24260 IN STOCK		
	TIRE AND DMV		\$41.75

Payment

Check

Tax Rate(s) 7.25% \$3,054.72

Comments

Name

CC #

Expires

TOTAL \$45,230.47

Office Use Only

Contact

*Thank you
Paul & B*



**LARRY
GEWEKE**
FORD • KIA

871 E ONSTOTT RD
YUBA CITY, CA 95991
(530)821-2121

Invoice No. 48205

INVOICE

Customer

Name CITY OF YUBA CITY
Address 1185 MARKET STREET
City YUBA CITY State CA ZIP 95991
Phone

Misc

Date 7/8/2024
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FOB

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	TIRE AND DMV		\$41.75

Payment

Check

Tax Rate(s) 7.25% \$3,054.72

Comments

Name
CC #
Expires

TOTAL \$45,230.47

Office Use Only

Contact



Government Bid Management System (GBMS)

PAULBROWN (P-BROW16)

Purpose:New Bid; State:CA-California; FIN:QD831-CITY OF YUBA CITY; Bid Open Date :07/08/2024; Vehicle Line:24 - F-150 ; Model Year:2024; Body Code & Name:X1K-F150 4X2 S/C ; GPC Type:All

State	Model Year	Vehicle Line	Body Code & Name	Option Discounts	GPC Req #	GPC (\$)	Price Level	Bid Open / Reference # Start Date	Reference # Issue Date	FIN	GPC Type	Reference #	Expiration Date
CA	2024	24 - F-150	X1K - F150 4X2 S/C			1600	000	09/18/2023	09/20/2023		PIGGYBACK	17482R	
CA	2024	24 - F-150	X1K - F150 4X2 S/C			1300	000	09/05/2023	06/08/2023		LOCAL	Reveal	

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Diona Pope, Director of Finance

Summary

Subject: AB1600 Annual Report

Recommendation: A. Accept the AB1600 Annual Report

B. Adopt a Resolution finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected

Fiscal Impact: Council's adoption of the attached Resolution and acceptance of the AB1600 Annual Report allows the City to continue programming funds that have been held by the City for more than five (5) years

Purpose:

To comply with reporting requirements and allow the City to continue programming development impact fees that have been held by the City for more than five (5) years.

Background:

In 1989, Section 66000 et seq. of the Government Code became effective. When passed in 1987, this section was known as AB1600. When the Legislature passed AB1600, it added a new chapter to the Government Code on fees for development projects. The chapter sets forth numerous requirements that local agencies must follow if they are to establish development fees to defray the cost of construction of public facilities related to development projects, including annual reporting requirements.

In October 2007, the City of Yuba City's AB1600 fee study was updated and Resolution 07-101 was adopted establishing new development impact fees. Through the General Plan and fee studies, the City of Yuba City has established the nexus between development, the capital improvements necessary to mitigate the effects of development, and approved fees to fund the mitigation measures.

The City of Yuba City development fees covered by AB1600, and documented in Attachment 3, include the following:

- Parks and Recreation impact fee
- Community Center impact fee

- Fire Protection impact fee
- Library Services impact fee
- Police Protection impact fee
- Road impact fee
- Animal Control impact fee
- Civic Center impact fee
- Corporation Yard impact fee
- Flood Protection fee (Rescinded 7/6/2021)
- Administration impact fee
- Buttes Vista impact fee

The nature of AB1600 funds is such that timing of receipt of revenues and construction of the related capital projects rarely coincide. Ideally, revenues will be collected over time and accumulated until a development related project is needed. In certain instances, the City has constructed priority projects in advance of collecting sufficient funds through borrowing from other City funds, or by issuing long term external debt. This practice has resulted in certain categories of the AB1600 funds to operate with a deficit balance.

With each development the City collects certain developer fees that are subject to the reporting requirement. The various fees are listed on the attached report (Attachment 3) along with detailed expenditure and revenue reports for each fee the City collected.

Analysis:

In order for the City to be in compliance with the reporting requirements listed on Attachment 2 (specifically, requirement No. 5), the Council must make certain findings as outlined in this report. Although AB1600 requires fees collected from developers be expended within five years, the law, as noted previously, also allows exceptions. Exceptions are provided in recognition that some project costs can be of a magnitude that it takes more than five years to accrue adequate funds; or matching funds may not be available within the five-year period.

In using the expenditure and revenue reports to determine whether the fees have been spent within five years of collection, the total expenditures and transfers-out over the five-year period must be added together, and then that total must be subtracted from the earliest fund balance (July 1, 2016). In a number of instances, this calculation shows that not only have fees collected five years ago been spent, but depending on the category, fees collected in ensuing years have also been spent.

To comply with requirement No. 5 above, the City Council must make findings that there is a reasonable relationship between the current need for the fees and the purposes for which they were originally charged. It is important that the City Council make these findings to ensure continued funding of these important programs.

The City's Finance department compiles this report each year to provide an annual accounting of all activity within development impact fee accounts. Rather than just include one year of information, the department instead provides a five-year accounting on an annual basis. This is not required each year and is completed to provide more information than what the law requires. The five-year period is on a rolling basis so that with each new year, the oldest year drops off and the most recent year is added.

All developer fee categories except Roads, Civic Center, Corporation Yard, and Buttes Vista impact fees comply with the provision of AB1600 that funds be expended within five years. Although, through the Council's adoption of the annual Capital Improvement Program and subsequent resolutions, all fund equity balances have been programmed to fund projects.

Fiscal Impact:

Council's adoption of the Resolution and acceptance of the AB1600 Annual Report allows the City to continue programming funds that are more than five (5) years old.

Alternatives:

Do not adopt the Resolution and accept the attached AB1600 Annual Report and make any necessary refunds.

Recommendation:

A. Accept the AB1600 Annual Report.

B. Adopt a Resolution finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected.

Attachments:

1. AB1600 Resolution
2. AB1600 Requirement
3. AB1600 Spreadsheet FY 19-20 thru FY 23-24

Prepared By:

Diona Pope, Finance Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE FINDING THAT THERE REMAINS A REASONABLE RELATIONSHIP
BETWEEN CURRENT NEEDS FOR ROADS, CIVIC CENTER, CORPORATION YARD, AND
BUTTES VISTA IMPACT FEES AND THE PURPOSE FOR WHICH THEY WERE
ORIGINALLY CHARGED
(GOVERNMENT CODE SECTION 66000 et. seq.)**

WHEREAS, the City Council of Yuba City has adopted Ordinance No.1100 creating and establishing authority for imposing and charging a Development Impact Fee within the City;

WHEREAS, the City Council of the City of Yuba City on February 4, 1997, adopted Resolution No. 97-011 establishing a Development Impact Fee within the City to finance those public facilities required by new development as identified in the Yuba City Urban Area General Plan ("Plan") and various studies and reports; and

WHEREAS, the City Council of the City of Yuba City on April 20, 1999, adopted Resolution No. 99-021 establishing Development Impact Fees for repayment of costs associated with the preparation of the Buttes Vista Neighborhood Plan and the acquisition and development of a neighborhood park in the project area; and

WHEREAS, in 2007 the Fee Study was updated and on October 16, 2007, the City Council adopted Resolution 07-101 which established new development impact fees through the preparation of an AB 1600 study. Said study, entitled "Yuba City Update of the AB 1600 Fee Justification Study: dated October 10, 2007 ("Study") is on file with the City Clerk of the City of Yuba City; and

WHEREAS, the City Council on April 4, 2000, adopted Resolution 00-0028 establishing development impact fees for repayment of costs associated with the perimeter conflict mitigation and arterial landscape medians in the Buttes Vista Neighborhood Plan; and

WHEREAS, in August, 2012, the City Council adopted a resolution authorizing an internal financing agreement and reimbursement agreement using the Library's share of impact fees to fund project 1147, Animal Control Facility; and

WHEREAS, the City annually adopts a comprehensive Capital Improvement Program to prioritize identified street and drainage improvements and allocates funds to construct the improvements as mitigation for continued development in the City; and

WHEREAS, these improvements are scheduled to be constructed over time as sufficient funds become available; and

WHEREAS, these identified improvements are of such size that sufficient funds have not been collected or obtained in order to construct these improvements by expending fees collected within the five-year expenditure period provided by Government Code Section 66001(d); and

WHEREAS, fees collected previously and in the future as Roads fees are necessary to fund identified street and drainage improvements; and

WHEREAS, fees collected previously for the Civic Center fees are necessary to fund improvement projects in the future when sufficient balances exist to fund the identified improvements; and

WHEREAS, fees collected previously for the Corporation Yard fees are necessary to fund Corporation Yard improvement projects in the future when sufficient balances exist to fund the identified improvements; and

WHEREAS, fees collected previously for the Buttes Vista fees are necessary to fund neighborhood development costs associated with the preparation of the Buttes Vista Neighborhood Plan, acquisition and development of a neighborhood park, perimeter conflicts and landscaped medians.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES RESOLVE AS FOLLOWS:

Section 1. Recitals Incorporated by Reference. Incorporating the above Recitals as fact, finds that there remains a reasonable relationship between the current need for the Roads Program, Civic Center, Corporation Yard, and Buttes Vista fees and the purposes for which they were originally collected. Further, the findings and conclusion of the AB1600 Annual Report Development Impact Fees – City of Yuba City Fiscal Year ended June 30, 2024, are incorporated by reference.

Section 2. This Resolution shall become effective immediately upon its passage and adoption.

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 19th day of November, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

ATTACHMENT 2

CITY OF YUBA CITY
AB1600 Annual Reporting Requirements

Impact fee reporting requirements that the City must adhere to each fiscal year:

1. Create separate capital facilities funds or accounts for each improvement funded with impact fees (Government Code Section 66006(a)).
2. Remit all interest income earned by the fees to the same fund; interest income must be spent solely on the purpose for which the fee was originally collected (Section 66006(a)).
3. Within 180 days after the close of each fiscal year, prepare a public report concerning each impact fee fund. Such report must include the fund's beginning and ending balance for the fiscal year, amount of fees and interest deposited into the fund for the fiscal year, and a description of each expenditure from the fund for that year, including identification of the improvement being funded (Section 66006(b)).
4. Review the report at a public meeting.
5. If fees remain unexpended or uncommitted five years after being collected, the local agency is to make a finding that there remains a reasonable relationship between the current need for the fees and the purposes for which they were originally collected (Section 66001(d)).
6. Refund the current owner of lots, units or developed projects any fees, with accrued interest, for which continued need cannot be demonstrated (Section 66001(e)).
7. A local agency must not commingle fees with any other revenue, except for temporary investment purposes (Section 66006(a)).
8. A local agency may not spend impact fees for maintenance or operation of improvements funded with impact fees (Section 65913.8).

ATTACHMENT 3

AB1600 Annual Report
Development Impact Fees - City of Yuba City
Fiscal Year Ended June 30, 2024

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public and presented to the City Council within 180 days of the close of a fiscal year.

This report summarizes the following information for each of the development fee programs:

1. Schedule of fees
2. Beginning and ending balances of the fee program
3. Revenue and expenditure information
4. Notes regarding loans or advances between the fee categories

SUMMARY - FY 19/20 THRU FY 23/24

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current</i>	<i>Infill</i>
		<i>Impact Fees</i>	<i>Impact Fees</i>
<i>Single Family Residential</i>	<i>Unit</i>	<i>\$ 15,439.47</i>	<i>\$ 15,439.48</i>
<i>Duplex</i>	<i>Unit</i>	<i>\$ 15,103.80</i>	<i>\$ 15,103.80</i>
<i>Mobile Home</i>	<i>Unit</i>	<i>\$ 9,577.34</i>	<i>\$ 9,577.33</i>
<i>Commercial</i>	<i>Sq. Ft</i>	<i>\$ 6.30</i>	<i>\$ 6.30</i>
<i>Multiple-Family Residential</i>	<i>Unit</i>	<i>\$ 10,129.09</i>	<i>\$ 10,129.11</i>
<i>Office</i>	<i>Sq. Ft</i>	<i>\$ 4.39</i>	<i>\$ 4.39</i>
<i>Industrial</i>	<i>Sq. Ft</i>	<i>\$ 0.89</i>	<i>\$ 0.89</i>

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 13,075,780	\$ 10,820,891	\$ 11,482,765	\$ 11,451,016	\$ 9,487,918
REVENUE					
Development Fees	945,372	1,172,193	917,901	562,369	1,403,560
Development Fees (Collected by Sutter County)	88,247	15,338	58,259	37,760	29,432
SCIP Impact Fees			188,791		
Interest Earnings	262,265	141,701	92,186	247,763	379,520
Other Revenue				442	
Total Revenues	1,295,884	1,329,232	1,257,138	848,333	1,812,512
EXPENDITURES					
Total Expenditures	2,356,563	377,627	1,023,951	4,252,179	3,583,360
Revenue over or (under) Expenditure	(1,060,678)	951,605	233,187	(3,403,845)	(1,770,848)
OTHER FINANCING SOURCES (USES)					
Transfers In/Out	(1,194,210)	(289,731)	(264,936)	1,440,748	(316,481)
Total Other	(1,194,210)	(289,731)	(264,936)	1,440,748	(316,481)
Net revenue over/(under) expenditures	(2,254,889)	661,874	(31,750)	(1,963,097)	(2,087,330)
ENDING FUND BALANCE, JUNE 30	\$ 10,820,891	\$ 11,482,765	\$ 11,451,016	\$ 9,487,918	\$ 7,400,588

**Parks and Recreation
Revenues & Expenditures
FY 19/20 thru FY 23/24**

Category Fee Schedule - 06/30/24	Basis	Current Impact Fees	Infill Impact Fees
Single Family Residential	Unit	\$ 4,507.23	\$ 4,507.23
Duplex	Unit	\$ 4,127.05	\$ 4,127.05
Mobile Home	Unit	\$ 2,837.71	\$ 2,837.71
Commercial	Sq. Ft	\$ -	\$ -
Multiple-Family Residential	Unit	\$ 3,238.47	\$ 3,238.47
Office	Sq. Ft	\$ -	\$ -
Industrial	Sq. Ft	\$ -	\$ -

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 2,625,304	\$ 2,392,663	\$ 2,237,496	\$ 3,043,607	\$ 1,291,671
REVENUE					
Development Fees	204,397	246,551	124,362	81,703	429,872
Development Fees (Collected by Sutter County)	8,865	56	13,102	9,402	6,338
SCIP Impact Fees			68,262		
Interest Earnings	39,923	17,705	20,458	30,520	47,290
Other Revenue				442	
Total Revenues	<u>253,185</u>	<u>264,313</u>	<u>226,184</u>	<u>122,067</u>	<u>483,499</u>
EXPENDITURES					
Improvement to Buildings & Grounds	931028	23,419			
Feather River Parkway Project - Phase II	931166	112,376	10,856	26,823	3,186
Expansion of Park Amenities	931172				
Harter Parkway/Park and Path	931207	284	80,710	573,851	2,129,073
Civic Center Field Improvements	931262	18,188			434,676
Total Expenditures	<u>154,267</u>	<u>91,566</u>	<u>600,675</u>	<u>2,129,073</u>	<u>437,862</u>
Revenue over or (under) Expenditure	98,918	172,747	(374,491)	(2,007,005)	45,637
OTHER FINANCING SOURCES (USES)					
Purchase of Property	(5,858)				
Transfer In - Grant Revenue	-	-	1,507,161	579,127	2,400
Transfer Out - Debt Service	(325,702)	(327,913)	(326,559)	(324,057)	(322,708)
Total Other	<u>(331,559)</u>	<u>(327,913)</u>	<u>1,180,602</u>	<u>255,070</u>	<u>(320,308)</u>
Net revenue over/(under) expenditures	<u>(232,641)</u>	<u>(155,166)</u>	<u>806,111</u>	<u>(1,751,935)</u>	<u>(274,671)</u>
ENDING FUND BALANCE, JUNE 30	<u>\$ 2,392,663</u>	<u>\$ 2,237,496</u>	<u>\$ 3,043,607</u>	<u>\$ 1,291,671</u>	<u>\$ 1,017,000</u> ^{1/2}

In August 2006, COP's were issued to provide funding for the Gauche Aquatics Park. The Parks and Recreation impact fees are responsible for 50% of the debt service payments (approx. \$385,000/yr.). In June 2008, the City Council authorized a fund balance set aside reserve of \$1,600,000 to ensure that sufficient impact fees are available to make future debt service payments in consideration of the significant decline in developer impact fee revenues received in recent years.

Note 1: The set aside amount is included in the balance shown.

In December 2008, the City Council authorized a loan to the Police Department's share of impact fees from the Community Center's share of impact fees for the purchase of Land. In January 2019, a lot line adjustment was made for 1.1231 acres to be used for the PD Parking Lot Expansion project. The remaining value of 2.0169 acres were returned to the Community Center balance. Semi-Annual repayments of Principal and Interest will come from the Police Departments share of impact fees as they are collected.

Note 2: The Balance is net of the loan in the amount of \$665,359.93

Conclusion: No fees have been held uncommitted for more than five years; no refunds required. Accumulated funds are being held for construction of future parks in underserved areas. Any public improvement on which the fees were expended was entirely funded by the fees. There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

**Fire Protection
Revenues & Expenditures
FY 19/20 thru FY 23/24**

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current Impact Fees</i>	<i>Infill Impact Fees</i>
Single Family Residential	Unit	\$ 995.83	\$ 995.83
Duplex	Unit	\$ 911.37	\$ 911.37
Mobile Home	Unit	\$ 626.83	\$ 626.83
Commercial	Sq. Ft	\$ 0.15	\$ 0.15
Multiple-Family Residential	Unit	\$ 715.18	\$ 715.18
Office	Sq. Ft	\$ 0.19	\$ 0.19
Industrial	Sq. Ft	\$ 0.11	\$ 0.11

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ (1,224,047)	\$ (1,174,105)	\$ (1,114,366)	\$ (1,059,059)	\$ (1,027,766)
REVENUE					
Development Fees	49,942	59,739	55,307	31,293	110,433
Interest Earnings					
Total Revenues	49,942	59,739	55,307	31,293	110,433
EXPENDITURES					
	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Revenue over or (under) Expenditure	49,942	59,739	55,307	31,293	110,433
OTHER FINANCING SOURCES (USES)					
Transfer In - Advance DIF from General Fund	-	-	-	-	- ¹
Transfer Out - Debt Service	-	-	-	-	-
Total Other	-	-	-	-	-
Net revenue over/(under) expenditures	49,942	59,739	55,307	31,293	110,433
ENDING FUND BALANCE, JUNE 30	\$ (1,174,105)	\$ (1,114,366)	\$ (1,059,059)	\$ (1,027,766)	\$ (917,333)

Note: In April 2008, the City Council authorized a Lease Financing agreement for the construction of Fire Station #4. The Fire Departments portion of impact fees is responsible for 41.9% of the debt service payments (approx. \$303,000/yr.). The final payment on this debt was made on April 12, 2018.

Note 1: Per Resolutions, Council authorized the Finance Director to advance general fund balance reserves in excess of 15% at a rate of 10% per year of the negative balance in Fire & Police DIF fees as shown below:

Advance DIF - Fire Pooled Loan - \$239,688
Advance DIF - Police Pooled Loan - \$158,398

Conclusion: No fees have been held uncommitted for more than five years; no refunds required. Any public improvement on which the fees were expended was entirely funded by the fees. There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

**Library Services
Revenues & Expenditures
FY 19/20 thru FY 23/24**

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current</i>	<i>Infill</i>
		<i>Impact Fees</i>	<i>Impact Fees</i>
<i>Single Family Residential</i>	<i>Unit</i>	<i>\$ 667.30</i>	<i>\$ 667.30</i>
<i>Duplex</i>	<i>Unit</i>	<i>\$ 610.67</i>	<i>\$ 610.67</i>
<i>Mobile Home</i>	<i>Unit</i>	<i>\$ 419.94</i>	<i>\$ 419.94</i>
<i>Commercial</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Multiple-Family Residential</i>	<i>Unit</i>	<i>\$ 479.72</i>	<i>\$ 479.72</i>
<i>Office</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Industrial</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 1,223,652	\$ 150,719	\$ 232,552	\$ 304,334	\$ 366,133
REVENUE					
Development Fees	30,262	36,511	28,519	12,096	63,643
Interest Earnings	14,194	2,439	1,919	8,060	17,861
Total Revenues	44,456	38,950	30,438	20,157	81,504
EXPENDITURES					
Sutter County Library Expansion Project	1,163,000				
Total Expenditures	1,163,000	-	-	-	-
Revenue over or (under) Expenditure	(1,118,544)	38,950	30,438	20,157	81,504
OTHER FINANCING SOURCES (USES)					
Transfer In - Live Oak Loan P&I	58,724	55,263	53,304	53,817	54,106
Transfer In - Loan to Animal Control					
Transfer Out - Animal Control Facility Design Costs	(13,112)	(12,381)	(11,960)	(12,175)	(12,535)
Total Other	45,612	42,882	41,345	41,642	41,571
Net revenue over/(under) expenditures	(1,072,933)	81,833	71,783	61,798	123,074
ENDING FUND BALANCE, JUNE 30	\$ 150,719	\$ 232,552	\$ 304,334	\$ 366,133	\$ 489,207

¹

The fund equity balance was used for an internal loan on the construction of the new Animal Control facility.

Effective 8/19/14, Council authorized the new Animal Shelter fee to be included as part of the Community Facilities component of the DIF program in order to reimburse the Library allocation for the City's costs of the new building.

Note 1: The Fund Balance is net of the current principal loan balance due in the amount of \$1,958,279.37

Conclusion: No fees have been held uncommitted for more than five years; no refunds required.

Any public improvement on which the fees were expended was entirely funded by the fees.

There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

**Animal Control Facility
Revenues & Expenditures
FY 19/20 thru FY 23/24**

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current Impact Fees</i>	<i>Infill Impact Fees</i>
<i>Single Family Residential</i>	<i>Unit</i>	<i>\$ 71.56</i>	<i>\$ 71.56</i>
<i>Duplex</i>	<i>Unit</i>	<i>\$ 62.02</i>	<i>\$ 62.02</i>
<i>Mobile Home</i>	<i>Unit</i>	<i>\$ 42.94</i>	<i>\$ 42.94</i>
<i>Commercial</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Multiple-Family Residential</i>	<i>Unit</i>	<i>\$ 51.12</i>	<i>\$ 51.12</i>
<i>Office</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Industrial</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 3,238	\$ 6,602	\$ 10,612	\$ 13,755	\$ 15,391
REVENUE					
Development Fees	3,245	3,904	3,058	1,297	6,825
Interest Earnings	119	106	85	339	822
Total Revenues	3,364	4,010	3,143	1,636	7,647
EXPENDITURES					
Total Expenditures	-	-	-	-	-
Revenue over or (under) Expenditure	3,364	4,010	3,143	1,636	7,647
OTHER FINANCING SOURCES (USES)					
Transfer Out - Loan from Library Services					
Total Other	-	-	-	-	-
Net revenue over/(under) expenditures	3,364	4,010	3,143	1,636	7,647
ENDING FUND BALANCE, JUNE 30	\$ 6,602	\$ 10,612	\$ 13,755	\$ 15,391	\$ 23,038

Effective 8/19/14, Council authorized the new Animal Shelter fee to be included as part of the Community Facilities component of the DIF program in order to reimburse the Library allocation for the City's costs of the new building.

Conclusion: No fees have been held uncommitted for more than five years; no refunds required. Any public improvement on which the fees were expended was entirely funded by the fees. There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

**Police Protection
Revenues & Expenditures
FY 19/20 thru FY 23/24**

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current Impact Fees</i>	<i>Infill Impact Fees</i>
Single Family Residential	Unit	\$ 875.10	\$ 875.10
Duplex	Unit	\$ 801.60	\$ 801.60
Mobile Home	Unit	\$ 551.18	\$ 551.18
Commercial	Sq. Ft	\$ 0.14	\$ 0.14
Multiple-Family Residential	Unit	\$ 629.36	\$ 629.36
Office	Sq. Ft	\$ 0.17	\$ 0.17
Industrial	Sq. Ft	\$ 0.09	\$ 0.09

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ (674,626)	\$ (630,739)	\$ (578,289)	\$ (529,675)	\$ (502,129)
REVENUE					
Development Fees	43,887	52,450	48,614	27,546	96,834
Interest Earnings					
Total Revenues	<u>43,887</u>	<u>52,450</u>	<u>48,614</u>	<u>27,546</u>	<u>96,834</u>
EXPENDITURES					
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenue over or (under) Expenditure	43,887	52,450	48,614	27,546	96,834
OTHER FINANCING SOURCES (USES)					
Transfer In - Advance DIF from General Fund					1
Transfer Out - Debt Service					
Total Other	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net revenue over/(under) expenditures	43,887	52,450	48,614	27,546	96,834
ENDING FUND BALANCE, JUNE 30	<u>\$ (630,739)</u>	<u>\$ (578,289)</u>	<u>\$ (529,675)</u>	<u>\$ (502,129)</u>	<u>\$ (405,295)</u>

Note: In April 2008, the City Council authorized a Lease Financing agreement for the construction of Fire Station #4. A portion of those funds were allocated to the Police Department Expansion project. The Police Departments portion of impact fees is responsible for 16.2% of the debt service payments (approx. \$117,000/yr.). The final payment on this debt was made on April 12, 2018. In addition, a Due To/Due From has been recorded for reimbursement to the City's General Fund for expenditures spent on the Police Expansion Project in the amount of \$87,690.

In December 2008, the City Council authorized a loan to the Police Department's share of impact fees from the Community Center's share of impact fees for the purchase of Land. In January 2019, a lot line adjustment was made for 1.1231 acres to be used for the PD Parking Lot Expansion project. The remaining value of 2.0169 acres were returned to the Community Center balance. Semi-Annual repayments of Principal and Interest will come from the Police Departments share of impact fees as they are collected. The balance due as of 06/30/22 is \$636,888

Note 1: Per Resolutions, Council authorized the Finance Director to advance general fund balance reserves in excess of 15% at a rate of 10% per year of the negative balance in Fire & Police DIF fees as shown below:

Advance DIF - Fire Pooled Loan - \$239,688
Advance DIF - Police Pooled Loan - \$158,398

Conclusion: No fees have been held uncommitted for more than five years; no refunds required. Any public improvement on which the fees were expended was entirely funded by the fees. There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

Roads
Revenues & Expenditures
FY 19/20 thru FY 23/24

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current Impact Fees</i>	<i>Infill Impact Fees</i>
Single Family Residential	Unit	\$ 6,654.01	\$ 6,654.01
Duplex	Unit	\$ 7,029.67	\$ 7,029.67
Mobile Home	Unit	\$ 4,056.63	\$ 4,056.63
Commercial	Sq. Ft	\$ 5.59	\$ 5.59
Multiple-Family Residential	Unit	\$ 3,854.62	\$ 3,854.62
Office	Sq. Ft	\$ 4.02	\$ 4.02
Industrial	Sq. Ft	\$ 0.69	\$ 0.69

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$8,854,137	\$7,538,118	\$7,762,644	\$8,336,621	\$7,957,968
REVENUE					
Development Fees	410,617	405,838	549,593	367,161	523,862
Development Fees (Collected by Sutter County)	47,817	303	19,343	5,828	11,098
SCIP Impact Fees			120,529		
Interest Earnings	157,602	89,008	55,511	177,303	251,027
Total Revenues	616,037	495,150	744,976	550,291	785,988
EXPENDITURES					
Traffic Signals	931027				
Tuly Rd. Extension	931069				
Fifth Street Bridge Replacement	931084				
Garden Hwy Improvements	931153				
Bridge Street Widening	931187	948,092	156,247	410,532	2,079,202
Bridge Street Reconstruction	931206				
City-Wide Traffic Model Update	931214	91,203	129,814	12,745	43,904
SR99/SR20 Intersection	931223				
Total Expenditures	1,039,295	286,061	423,277	2,123,106	3,145,498
Net revenue over/(under) expenditures	(423,258)	209,088	321,699	(1,572,815)	(2,359,510)
OTHER FINANCING SOURCES (USES)					
Transfer In - Grant Revenue		11,791	116,000	1,194,162	
Transfer In/(out) - Developer Deposit	(892,761)	3,647	136,278		(17,303)
Transfer Out - Schedule A Agreement					
Total Other	(892,761)	15,438	252,278	1,194,162	(17,303)
Net revenue over/(under) expenditures	(1,316,019)	224,526	573,976	(378,653)	(2,376,813)
ENDING FUND BALANCE, JUNE 30	\$7,538,118	\$7,762,644	\$8,336,621	\$7,957,968	\$5,581,155

Conclusion: No fees have been held uncommitted for more than five years; no refunds required.
The fund equity balance represents collected fees earmarked for ongoing roads projects.
Any public improvement on which the fees were expended was entirely funded by the fees.
There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

Civic Center
Revenues & Expenditures
FY 19/20 thru FY 23/24

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current</i>	<i>Infill</i>
		<i>Impact Fees</i>	<i>Impact Fees</i>
<i>Single Family Residential</i>	<i>Unit</i>	<i>\$ 377.55</i>	<i>\$ 377.55</i>
<i>Duplex</i>	<i>Unit</i>	<i>\$ 346.30</i>	<i>\$ 346.30</i>
<i>Mobile Home</i>	<i>Unit</i>	<i>\$ 237.76</i>	<i>\$ 237.76</i>
<i>Commercial</i>	<i>Sq. Ft</i>	<i>\$ 0.06</i>	<i>\$ 0.06</i>
<i>Multiple-Family Residential</i>	<i>Unit</i>	<i>\$ 271.40</i>	<i>\$ 271.40</i>
<i>Office</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Industrial</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 121,652	\$ 142,101	\$ 165,032	\$ 186,935	\$ 199,828
REVENUE					
Development Fees	17,653	21,112	20,697	8,416	37,857
Interest Earnings	2,796	1,819	1,206	4,476	9,351
Total Revenues	20,449	22,931	21,903	12,893	47,208
EXPENDITURES					
Total Expenditures	-	-	-	-	-
Revenue over or (under) Expenditure	20,449	22,931	21,903	12,893	47,208
OTHER FINANCING SOURCES (USES)					
Transfer In					
Transfer Out					
Total Other	-	-	-	-	-
Net revenue over/(under) expenditures	20,449	22,931	21,903	12,893	47,208
ENDING FUND BALANCE, JUNE 30	\$ 142,101	\$ 165,032	\$ 186,935	\$ 199,828	\$ 247,036

Conclusion: No fees have been held uncommitted for more than five years; no refunds required.
The fund equity balance represents collected fees earmarked for future civic center projects.
Any public improvement on which the fees were expended was entirely funded by the fees.
There is no incomplete public improvement pending at this time for this fee category, and any
future improvements are anticipated consistent with the City's adopted capital improvement plan.

**Corporation Yard
Revenues & Expenditures
FY 19/20 thru FY 23/24**

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current Impact Fees</i>	<i>Infill Impact Fees</i>
<i>Single Family Residential</i>	<i>Unit</i>	<i>\$ 595.60</i>	<i>\$ 595.60</i>
<i>Duplex</i>	<i>Unit</i>	<i>\$ 544.97</i>	<i>\$ 544.97</i>
<i>Mobile Home</i>	<i>Unit</i>	<i>\$ 375.17</i>	<i>\$ 375.17</i>
<i>Commercial</i>	<i>Sq. Ft</i>	<i>\$ 0.09</i>	<i>\$ 0.09</i>
<i>Multiple-Family Residential</i>	<i>Unit</i>	<i>\$ 427.64</i>	<i>\$ 427.64</i>
<i>Office</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Industrial</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 192,898	\$ 225,178	\$ 261,345	\$ 295,876	\$ 316,239
REVENUE					
Development Fees	27,848	33,287	32,622	13,278	59,723
Interest Earnings	4,432	2,880	1,909	7,084	14,794
Total Revenues	32,280	36,168	34,531	20,362	74,516
EXPENDITURES					
Total Expenditures	-	-	-	-	-
Revenue over or (under) Expenditure	32,280	36,168	34,531	20,362	74,516
OTHER FINANCING SOURCES (USES)					
Transfer In					
Transfer Out					
Total Other	-	-	-	-	-
Net revenue over/(under) expenditures	32,280	36,168	34,531	20,362	74,516
ENDING FUND BALANCE, JUNE 30	\$ 225,178	\$ 261,345	\$ 295,876	\$ 316,239	\$ 390,755

Conclusion: No fees have been held uncommitted for more than five years; no refunds required.
The fund equity balance represents collected fees earmarked for future corporation yard projects.
Any public improvement on which the fees were expended was entirely funded by the fees.
There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

Administration
Revenues & Expenditures
FY 19/20 thru FY 23/24

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current</i>	<i>Infill</i>
		<i>Impact Fees</i>	<i>Impact Fees</i>
<i>Single Family Residential</i>	<i>Unit</i>	<i>\$ 695.28</i>	<i>\$ 695.28</i>
<i>Duplex</i>	<i>Unit</i>	<i>\$ 670.15</i>	<i>\$ 670.15</i>
<i>Mobile Home</i>	<i>Unit</i>	<i>\$ 429.18</i>	<i>\$ 429.18</i>
<i>Commercial</i>	<i>Sq. Ft</i>	<i>\$ 0.26</i>	<i>\$ 0.26</i>
<i>Multiple-Family Residential</i>	<i>Unit</i>	<i>\$ 461.59</i>	<i>\$ 461.59</i>
<i>Office</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>
<i>Industrial</i>	<i>Sq. Ft</i>	<i>\$ -</i>	<i>\$ -</i>

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 15,502	\$ 20,138	\$ 39,160	\$ 50,125	\$ 20,441
REVENUE					
Development Fees	19,662	38,740	49,750	19,578	74,512
Interest Earnings	476	420	375	863	2,499
Total Revenues	20,138	39,160	50,125	20,441	77,011
EXPENDITURES					
Total Expenditures	-	-	-	-	-
Revenue over or (under) Expenditure	20,138	39,160	50,125	20,441	77,011
OTHER FINANCING SOURCES (USES)					
Transfer In					
Transfer Out	(15,502)	(20,138)	(39,160)	(50,125)	(20,441)
Total Other	(15,502)	(20,138)	(39,160)	(50,125)	(20,441)
Net revenue over/(under) expenditures	4,636	19,022	10,965	(29,684)	56,569
ENDING FUND BALANCE, JUNE 30	\$ 20,138	\$ 39,160	\$ 50,125	\$ 20,441	\$ 77,011

Note: A two percent (2.0%) fee was included in the Fee Justification Study to pay for the ongoing administration of the program.

Any public improvement on which the fees were expended was entirely funded by the fees. There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

**Flood Protection Fee
Revenues & Expenditures
FY 19/20 thru FY 23/24**

Category Fee Schedule - 06/30/24	Basis	Current Impact Fees	Infill Impact Fees
<i>Single Family Residential</i>	<i>Unit</i>	\$ -	\$ -
<i>Duplex</i>	<i>Unit</i>	\$ -	\$ -
<i>Mobile Home</i>	<i>Unit</i>	\$ -	\$ -
<i>Commercial</i>	<i>Sq. Ft</i>	\$ -	\$ -
<i>Multiple-Family Residential</i>	<i>Unit</i>	\$ -	\$ -
<i>Office</i>	<i>Sq. Ft</i>	\$ -	\$ -
<i>Industrial</i>	<i>Sq. Ft</i>	\$ -	\$ -

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 1,673,579	\$ 1,880,273	\$ 2,193,476	\$ 533,562	\$ 568,795
REVENUE					
Development Fees	137,859	274,058	5,379		
Development Fees (Collected by Sutter County)	31,565	14,978	25,815	22,529	11,996
Interest Earnings	37,270	24,166	8,892	12,704	24,168
Total Revenues	206,694	313,203	40,086	35,234	36,164
EXPENDITURES					
Urban Level of Flood Protection 931024	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Revenue over or (under) Expenditure	206,694	313,203	40,086	35,234	36,164
OTHER FINANCING SOURCES (USES)					
Transfer In					
Transfer Out			(1,700,000)		
Total Other	-	-	(1,700,000)	-	-
Net revenue over/(under) expenditures	206,694	313,203	(1,659,914)	35,234	36,164
ENDING FUND BALANCE, JUNE 30	\$ 1,880,273	\$ 2,193,476	\$ 533,562	\$ 568,795	\$ 604,959 ¹

Note 1: On July 6, 2021, the City Council adopted Resolution 21-097 rescinding the Flood Protection fee. Although the fee is no longer being collected from new development, there are proposed projects that will utilize the accumulated fee revenue.

Conclusion: No fees have been held uncommitted for more than five years; no refunds required. The fund equity balance represents collected fees earmarked for future levee improvement projects including but not limited to compliance with Senate Bill 5(SB5). This fee funds floodplain management measures, regulatory compliance measures, and non-structural risk reduction measures that are beyond the scope of SBFCA's Assessment District. Any public improvement on which the fees were expended was entirely funded by the fees. There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

**Buttes Vista
Revenues & Expenditures
FY 19/20 thru FY 23/24**

<i>Category Fee Schedule - 06/30/24</i>	<i>Basis</i>	<i>Current Impact Fees</i>
Single Family Residential	Unit	\$ 1,832.04
Duplex/4-Plex	Unit	\$ 1,701.19
Multiple-Family Residential	Unit	\$ 1,406.71

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
BEGINNING FUND BALANCE, JULY 1	\$ 264,491	\$ 269,943	\$ 273,102	\$ 274,934	\$ 281,347
REVENUE					
Development Fees					
Interest Earnings	5,452	3,159	1,832	6,413	11,707
Total Revenues	5,452	3,159	1,832	6,413	11,707
EXPENDITURES					
Total Expenditures	-	-	-	-	-
Revenue over or (under) Expenditure	5,452	3,159	1,832	6,413	11,707
OTHER FINANCING SOURCES (USES)					
Transfer In					
Transfer Out					
Total Other	-	-	-	-	-
Net revenue over/(under) expenditures	5,452	3,159	1,832	6,413	11,707
ENDING FUND BALANCE, JUNE 30	\$ 269,943	\$ 273,102	\$ 274,934	\$ 281,347	\$ 293,054

Note: On April 20, 1999, the City Council adopted Resolution 99-021 establishing Development Impact Fees for repayment of costs associated with the preparation of the Buttes Vista Neighborhood Plan and the acquisition and development of a neighborhood park in the project area. On April 4, 2000, the City Council adopted Resolution 00-28 establishing additional Development Impact Fees for repayment of costs associated with the perimeter conflict mitigation and arterial landscape medians in the Buttes Vista Neighborhood Plan.

Status of improvements:

- Undergrounding 12 kv electric line - partially completed
- Additional right-of-way along Pease Road - completed
- Additional right-of-way for a sound wall along Onstott Frontage Rd - not complete
- Arterial landscaped medians on Pease Road and Stabler Lane - partially completed

Conclusion: No fees have been held uncommitted for more than five years; no refunds required. The fund equity balance represents collected fees earmarked for future Buttes Vista Neighborhood improvements. Any public improvement on which the fees were expended was entirely funded by the fees. There is no incomplete public improvement pending at this time for this fee category, and any future improvements are anticipated consistent with the City's adopted capital improvement plan.

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Tim Bybee

Summary

Subject: Lighting & Landscape Maintenance District No.5 Zone K Budget Allocation
Recommendation: Adopt a Resolution authorizing the Finance Director to make supplemental appropriation for Lighting and Landscape No. 5, Zone K (Fund 271) to Account No. 6190-63684 (Spec O&M Landscape) in the amount of \$28,600. There are sufficient reserves available.
Fiscal Impact: \$28,600

Purpose:

To allocate funds in order to provide tree trimming to the area of Western Parkway, north of Colusa Highway.

Council's Strategic Goal:

This addresses the City Council's Strategic Goal of improving and maintaining the City's Infrastructure.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in Landscape and Lighting Maintenance District No. 5 Zone K. If the total budget is not used within the year, it is transferred to a reserve fund where it is held until needed.

Analysis:

The trees on Western Parkway are within Landscape and Lighting Maintenance District No. 5 Zone K and require a class one pruning to promote safety. Class one pruning is performed for the purpose of removing dead, dying, and diseased branches. In doing this, it will allow the tree to flourish and continue to grow healthily. The trees are overgrown and are growing too far into the street as well as into the homeowners' yards behind the landscape strips on Western Parkway. Pruning will help ensure that trees grow healthily and will reduce the likelihood of tree limbs breaking and falling. Staff received quotes from contractors with the lowest bid coming in at \$26,000 from Landscapes by Stentzel to trim all 86 trees.

Fiscal Impact:

The Landscape Maintenance District Budget Analysis shows a projection of the FY 24/25 Operating Reserve for Landscape and Lighting Maintenance District No. 5 Zone K to be \$47,826. This will give us the amount we need for the trimming and still have funding left in our operating reserves.

Total - \$28,600

\$26,000 - Quote to trim 86 trees

\$2,600 - 10% contingency

Alternatives:

1. Direct staff to not use the reserves and fund the project with other funds.
2. Direct staff to not proceed with tree trimming.
3. Direct staff to remove every other tree and prune the remaining trees at a cost of \$46,000.

Recommendation:

Adopt a Resolution authorizing the Finance Director to make supplemental appropriation for Lighting and Landscape No. 5, Zone K (Fund 271) to Account No. 6190-63684 (Spec O&M Landscape) in the amount of \$28,600. There are sufficient reserves available.

Attachments:

1. Map
2. Photo of Trees
3. Resolution

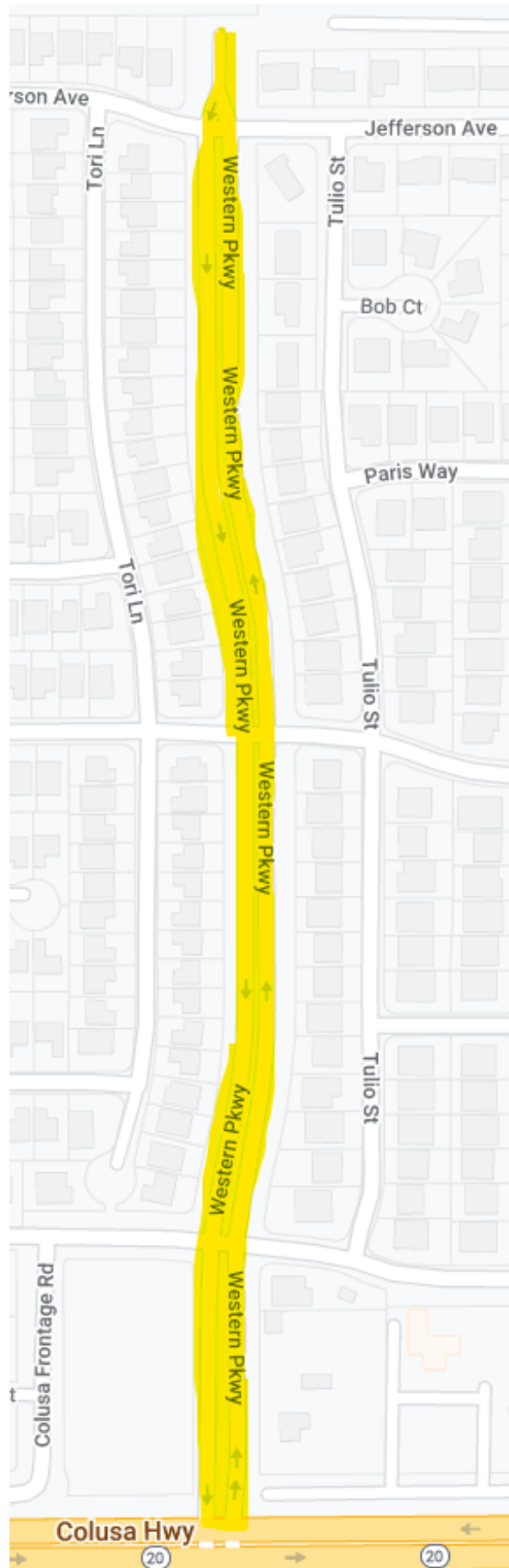
Prepared By:

Maddy Laffond
Community Services Administrative Assistant

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY; ADOPT
A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO MAKE
SUPPLEMENTAL APPROPRIATION FOR LIGHTING AND LANDSCAPE NO.
5, ZONE K (FUND 271) TO ACCOUNT NO. 6190-63684 (SPEC O&M
LANDSCAPE) IN THE AMOUNT OF \$28,600. THERE ARE SUFFICIENT
RESERVES AVAILABLE.**

WHEREAS, the City recognizes the importance of improving and maintaining the City's Infrastructure; and

WHEREAS, the City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in Landscape and Lighting Maintenance District No. 5 Zone K; and

WHEREAS, to continue to promote healthy growth and safety, it is appropriate for the trees on Western Parkway to undergo a class one pruning at this time;

WHEREAS, the cost of a class one pruning for these 86 sycamore trees is \$28,600;

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

Adopt a Resolution authorizing the Finance Director to make supplemental appropriation for Lighting and Landscape No. 5, Zone K (Fund 271) to Account No. 6190-63684 (Spec O&M Landscape) in the amount of \$28,600. There are sufficient reserves available.

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 19TH day of November 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Aricka Espinoza, Administrative Analyst

Summary

Subject: Water and Wastewater Operators' Thanksgiving Holiday Side Letter
Recommendation: Adopt a Resolution approving the Public Employees' Union, Local 1/AFSCME 57 (Local 1) Water and Wastewater Operators' Thanksgiving Holiday side letter that amends Local 1's Memorandum of Understanding
Fiscal Impact: The estimated fiscal impact for the Thanksgiving holidays worked is \$6,312 for Wastewater Treatment Facility Operators from account 8120-61210 and \$6,312 for Water Treatment Plant Operators from account 7120-61210

Purpose:

To approve the Public Employees' Union, Local 1/AFSCME 57 (Local 1) side letter for Water and Wastewater Operators' Thanksgiving Holiday. The Local 1 side letter changes the period Water Treatment Plant Operators and Wastewater Treatment Facility Operators may utilize the holiday hours attributable to Monday through Wednesday (a period of 24 hours) of Thanksgiving Holiday.

Council's Strategic Goal:

The Local 1 side letter addresses the City Council's Strategic Goal of infrastructure as it addresses shift coverage for the classifications that operate the water and wastewater treatment plants on a 24/7 basis.

Background:

On February 6, 2024, Council approved the Local 1 Memorandum of Understanding (MOU). Local 1's MOU term is February 10, 2024 through June 26, 2026.

The MOU includes terms for Holidays under Article 8 which identifies the entire week of Thanksgiving as a holiday. The City met and conferred with the Local 1 bargaining unit to amend Article 8 to allow the Water Treatment Plant Operators and Wastewater Treatment Facility Operators added flexibility in utilizing the Thanksgiving holiday. Due to the nature of the 24 hour operation, administration of the holiday closure has required implementation changes.

Analysis:

The proposed changes to the Thanksgiving holiday for Local 1:

1. Water Treatment Plant Operators and Wastewater Treatment Facility Operators can utilize the paid the 24 hours of holiday hours attributable to the Monday, Tuesday, and Wednesday of the Thanksgiving holiday from October 2024 through June 2025 (and going forward by fiscal year).
2. Hours may be cashed out at the end of each fiscal year.
3. Thursday and Friday of the holiday week will remain holiday hours worked for the Water and Wastewater Operators.

Fiscal Impact:

The estimated fiscal impact for the Thanksgiving holidays worked is \$6,312 for Wastewater Treatment Facility Operators from account 8120-61210 and \$6,312 for Water Treatment Plant Operators from account 7120-61210.

Alternatives:

Do not approve the Local 1 side letter and provide staff direction.

Recommendation:

Adopt a Resolution approving the Local 1 Water and Wastewater Operators' Thanksgiving Holiday side letter that amends Local 1's Memorandum of Understanding

Attachments:

1. Resolution - Local 1 Side Letter final
2. MOU- Local 1 Side Letter - Thanksgiving Attachment 2

Prepared By:

Aricka Espinoza
Administrative Analyst

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE SIDE LETTER WITH PUBLIC EMPLOYEES' UNION,
LOCAL 1/AFSCME 57 FOR CHANGES TO OPERATORS' USAGE OF THE
THANKSGIVING HOLIDAY WEEK**

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

WHEREAS, after the current Memorandum of Understanding (MOU) was approved, the City met and conferred with Local 1 to allow Water Treatment Plant Operators and Wastewater Treatment Facility Operators to utilize the 24 hours of holiday hours attributable to the Monday, Tuesday, and Wednesday of the Thanksgiving holiday from October 2024 through June 2025 (and going forward by fiscal year). Hours may be cashed out at the end of each fiscal year. Thursday and Friday of the holiday week will remain holiday hours worked for Water and Wastewater Operators;

WHEREAS, the proposed changes described above have been memorialized in a side letter approved by Local 1;

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

Adopt a Resolution approving the attached Local 1 side letter regarding Water and Wastewater Operators' Thanksgiving holiday.

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 19th day of November 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Ian Sangster
Kronick, Special Counsel

ATTACHMENT 2

The City of Yuba City and the Public Employees' Union, Local 1/AFSCME 57
Side Letter of Agreement to the
February 10, 2024 through June 26, 2026 MOU

The City of Yuba City ("City") and the Public Employees' Union, Local 1/AFSCME 57, on behalf of its bargaining unit employees ("Local 1"), have met and conferred in good faith pursuant to the requirements of the Meyers-Milius-Brown Act with respect to this side letter amending their current Memorandum of Understanding ("MOU"), with a current term that runs to June 26, 2026, as set forth below. This side letter to of Agreement describes the Parties' full and complete agreement to amend that MOU.

The Parties have agreed to amend Article 8 "Holidays" with the following:

Article 8 – Holidays

Water Treatment Plant Operators and Wastewater Treatment Facility Operators can utilize the 24 holiday hours attributable to the Monday, Tuesday, and Wednesday of the week of Thanksgiving throughout the entire fiscal year or such hours may be cashed out at the end of each fiscal year. Thanksgiving Day and the day following will remain holidays worked.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: Nov 12, 2024

Local 1


Joe Santanna (Nov 12, 2024 07:04 PST)
Joseph Santanna, President


Ashley Whitmore (Nov 12, 2024 10:34 PST)
Ashley Whitmore


Rafael Mendoza (Nov 12, 2024 12:00 PST)
Rafael Mendoza


Maddy Laffond (Nov 12, 2024 12:04 PST)
Maddy Laffond

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council; Honorable Chairperson and Directors of the Successor Agency to the Redevelopment Agency of the City of Yuba City
From: Development Services Department
Presentation By: Shannon Sardo, Administrative Analyst

Summary

Subject: 442 B Street Environmental Assessment - EKI Contract Contingency Authorization
Recommendation: Adopt a Joint Resolution authorizing a contingency of \$157,500 to the existing contract with EKI for the 442 B Street Environmental Assessment, with the finding that it is in the best interest of the City
Fiscal Impact: \$157,500— Account No. 1334 (Clean Up 442 B Street), funded through the City's grant with the California Department of Toxic Substances Control (DTSC)

Purpose:

To provide a contingency to the City's contract with EKI Environment & Water for the site investigation and cleanup workplan development for the property at 442 B Street in order to facilitate aggressive timelines for the work.

Council's Strategic Goal:

This item addresses Council's Strategic Goals of Fiscal Responsibility, Public Safety, and Infrastructure by utilizing grant funding to provide an environmental assessment and cleanup workplan for a property planned for redevelopment.

Background:

On October 3, 2023, the Board of Directors and City Council jointly authorized the City Manager to execute all necessary documents to submit an application for Round 2 of the Equitable Community Revitalization Grant (ECRG) program administered by the DTSC Office of Brownfields. This application was for a Site-Specific Investigation to perform a Phase II ESA, supplemental work to evaluate different cleanup methods, and preparation of a cleanup plan for 442 B Street, located between Town Square Road and Wilbur Avenue (Site). That application was successful and on March 20, 2024, the City signed an award letter totaling \$2,086,000 in ECRG funding.

On July 2, 2024, the Board of Directors and City Council jointly awarded a professional services contract to EKI Environment & Water of Davis, CA (EKI) to perform site investigation and cleanup workplan development services on behalf of the City. With the contract award amount of \$1,575,000,

the City Manager is authorized to approve optional tasks included in the contract, as necessary.

Analysis:

EKI began preparation of the Investigation Work Plan portion of the contract and encountered the following out-of-scope work activities:

1. Arsenic Evaluation: The project's Regulatory Oversight is provided by the Central Valley Regional Water Quality Control Board (Water Board), and the Water Board requested that EKI conduct a review of available arsenic background concentration data. This request required EKI to perform the task out of sequence from what was originally planned and required that EKI spend additional time explaining the statistical approach with new Water Board project staff.

2. Re-scoping of Sampling Area and Additional Analytical: Through review of historical maps and photographs, EKI found that the previously mapped areas were incorrect and that remapping and re-scoping of the investigation areas would need to occur.

3. Data Coordination with Prior Consultant: EKI coordinated with the City's previous consultant who performed a Phase II investigation of the Site in 2011, to obtain laboratory reports from that investigation.

4. Additional Waterboard Interaction: In September, the City and EKI learned that the project would be transferred to new project staff at the Water Board due to staffing turnover. This has required additional interaction to occur to bring the project staff up to date on existing work (mentioned in item 1).

5. Additional Sampling: In reviewing the Investigation Work Plan, the Water Board requested that additional sampling be completed, which will increase the cost of the site investigation. Additional out-of-scope work activities will likely come up as the field work and Water Board interaction continues.

The ECRG has a grant timeline in which work must be completed by March 2026. To ensure that the 442 B Street project maintains the required ECRG timeline and to avoid delays, Staff requests a 10% contingency to the contract with EKI in the amount of \$157,500.

Fiscal Impact:

The requested contingency to the EKI contract is \$157,500, or 10% of the contract amount. The ECRG amount (\$2,086,000) provides sufficient funding to cover these costs and is already budgeted in Account 1334 – Clean Up 442 B Street.

Alternatives:

Delay funding the contingency increase at this time, and direct Staff to bring the item back at a later date. This could potentially create difficulties meeting the aggressive grant timeline.

Recommendation:

Adopt a Joint Resolution authorizing a contingency of \$157,500 to the existing contract with EKI for the 442 B Street Environmental Assessment, with the finding that it is in the best interest of the City.

Attachments:

1. Resolution - B Street - EKI Contract Contingency

Prepared By:
Shannon Sardo
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**JOINT RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF YUBA CITY, AND THE CITY OF YUBA CITY
AUTHORIZING A CONTINGENCY OF \$157,500 TO THE EXISTING CONTRACT WITH EKI
ENVIRONMENT & WATER FOR THE 442 B STREET ENVIRONMENTAL ASSESSMENT**

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Yuba City owns an infill property at 442 B Street (Site); and

WHEREAS, in 2010 a Phase I Environmental Site Assessment (ESA) identified 16 recognized environmental conditions (REC's), of which 12 are considered to be high priority as they are considered more likely to have resulted in the release of hazardous substances or petroleum products to the Site; and

WHEREAS, in March 2024, the California Department of Toxic Substances Control's Office of Brownfields awarded the City an Equitable Revitalization Community Grant in the amount of \$2,0860,000 for a Site-Specific Investigation to perform Phase II ESA, supplemental work to evaluate different cleanup methods, and preparation of a cleanup plan for the Site; and

WHEREAS, on July 2, 2024, the Board of Directors of the Successor Agency and City Council of the City of Yuba City Jointly awarded EKI Environment & Water of Davis, CA, (EKI) a contract for the 442 B Street Environmental Assessment in the amount of \$1,575,000; and

WHEREAS, the project has encountered work requiring out-of-scope tasks to be performed that have the potential to increase the contract amount; and

WHEREAS, a contingency increase to the existing contract with EKI for the 442 B Street Environmental Assessment is necessary to cover the potential increases.

NOW, THEREFORE, the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Yuba City, and the City Council of the City of Yuba City, do hereby resolve as follows:

1. The Recitals are incorporated herein as if set forth in full.
2. The contingency increase in the amount of \$157,500 for the contract with EKI for the 442 B Street Environmental Assessment is authorized, with the finding that it is in the best interest of the City.
3. The City Manager or her designee is authorized to expend the contingency and to make necessary amends to the existing contract with EKI to effectuate the changes.
4. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th Day of November 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Chairmen of Successor Agency
and Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk
and Deputy Clerk of Successor Agency

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
And General Counsel for Successor Agency
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Water Treatment Plant Streaming Current Monitor
Recommendation: A. Approve a capital acquisition of a Streaming Current Monitor for the Water Treatment Plant
 B. Adopt a Resolution awarding the purchase of one (1) Streaming Current Monitor and associated equipment in the amount of \$22,000 to Ryan Process of Benicia, CA, with the finding that it is in the best interest of the City
 C. Authorize the Finance Director to make a supplemental appropriation and related transfers in the amount of \$22,000 from Account No. 7120-61210 (WTP Salaries - Regular) to Account No. 7120-69201 (WTP Equipment)
Fiscal Impact: \$22,000 – Account No. 7120-69201 (WTP Equipment)

Purpose:

To replace the existing Streaming Current Monitor at the Water Treatment Plant (WTP) to monitor water conditions during precipitation.

Council's Strategic Goals:

This item addresses the Council's Strategic Goals of *Public Safety* and *Fiscal Responsibility* by providing the necessary information to water treatment operations staff to maintain public health with reliable drinking water and economically utilize treatment chemicals during varying weather conditions.

Background:

The City's Water Treatment Plant (WTP) operations staff utilizes a variety of instrumentation equipment in order to monitor the conditions of water and adjust operations in response throughout the drinking water treatment process. The Streaming Current Monitor is one of these devices, which monitors the turbidity and particulate matter in the raw water taken in from the Feather River so that operations staff can correctly dose the water with coagulant to remove dirt and other particles during processing. Correct dosage is paramount to both ensuring that the water is treated in compliance with state regulations and using treatment chemicals in a fiscally responsible manner.

Reliable function of the Streaming Current Monitor is critical to monitor water conditions during

precipitation, provide operations staff the necessary information to make adjustments to the treatment process in response, and, ultimately, maintain the integrity of the potable water produced by the WTP.

Analysis:

The Streaming Current Monitor is experiencing recurring malfunctions that staff and the manufacturer, Hach Company, have been unable to fully resolve, which was not anticipated during the Fiscal Year 24/25 budget cycle. These issues have been compounded by the long lead times for both parts and maintenance by the manufacturer.

Public Works has evaluated the equipment and recommends replacement with a Chemtrac HydroAct Streaming Current Monitor. Ryan Process of Benicia, CA is the sole authorized vendor of this equipment in the region. Staff has reviewed comparable models and manufacturers, determined that there are unique performance specifications not found in comparable equipment, and recommends the sole-source award of this item in accordance with the City's Purchasing Policies & Procedures Section 8-8.4.2.

Fiscal Impact:

Purchase of the Streaming Current Monitor, including contingency, is \$22,000. Staff is requesting transfer of funding from Account No. 7120-61210 (WTP Salaries - Regular) to Account No. 7120-69201 (WTP Equipment) in order to capture projected salary savings.

Alternatives:

Do not approve the purchase and direct staff to request the capital acquisition during the Fiscal Year 25/26 budget cycle. This will require the WTP to rely on the current malfunctioning monitor throughout the 2024-2025 rainy season.

Recommendation:

A. Approve a capital acquisition of a Streaming Current Monitor for the Water Treatment Plant.

B. Adopt a Resolution awarding the purchase of one (1) Streaming Current Monitor and associated equipment in the amount of \$22,000 to Ryan Process of Benicia, CA, with the finding that it is in the best interest of the City.

C. Authorize the Finance Director to make a supplemental appropriation and related transfers in the amount of \$22,000 from Account No. 7120-61210 (WTP Salaries - Regular) to Account No. 7120-69201 (WTP Equipment).

Attachments:

1. Attachment 1 - Resolution Streaming Current Monitor Award
2. Exhibit 1A - Streaming Current Monitor Quote 11-1-24

Prepared By:
Scarlett O. Harris
Administrative Analyst III

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING
THE PURCHASE OF ONE (1) STREAMING CURRENT MONITOR TO RYAN
PROCESS OF BENICIA, CA**

WHEREAS, the City of Yuba City Water Treatment Plant (WTP) monitors the raw water taken in from the Feather River via a Streaming Current Monitor in order to monitor raw water conditions and make informed adjustments in treatment operations to produce quality drinking water, which is particularly critical during precipitation events; and

WHEREAS, the City desires to purchase one (1) Streaming Current Monitor and associated equipment to replace the existing malfunctioning equipment to accurately monitor raw water turbidity and particulates and effectively calculate dosage of coagulant during the water intake process; and

WHEREAS, the Chemtrac HydroAct Streaming Current Monitor equipment has unique specifications and functionality that is well-suited for WTP operations and is available for the region solely through Ryan Process of Benicia, CA; and

WHEREAS, City Public Works Department staff has reviewed the equipment specifications and pricing and determined them to be fair, reasonable, and appropriate for the accurate monitoring of the WTP's raw water conditions; and

WHEREAS, the City may sole source the purchase of this equipment in accordance with Purchasing Policy Section 8-8.4.2, as it is equipment with unique performance specifications and the vendor is the only authorized seller of this product in the region; and

WHEREAS, the City desires to award the purchase of one (1) Streaming Current Monitor and associated equipment to Ryan Process of Benicia, CA in the amount of \$22,000.

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

1. The Recitals are incorporated herein as if set forth in full.
2. The City Council finds that the Streaming Current Monitor and sole source pricing are fair, reasonable, and appropriate for Water Treatment Plant operations.
3. The City Council awards the purchase of one (1) Streaming Current Monitor and associated equipment to Ryan Process of Benicia, CA, with the finding that it is in the best interest of the City.
4. This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of November, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. Ryan Process Quote No. YC032124PM-3

EXHIBIT 1A

RYAN PROCESS



WASTEWATER, WATER & PROCESS SPECIALISTS

511 1st Street, Benicia, CA 94510

P: (925) 837-0670 E: sales@ryanprocess.com

To: Yuba City Water Treatment Plant
701 Northgate Drive
Yuba City, CA 95993

Contact: Rene Garcia
Phone: 530-822-4826

QUOTE FORM

Date:	11/1/2024
Quote #:	YC032124PM-3
Valid For:	12/1/2024
Prepared by:	Phillip Maffei
Email:	pm@ryanprocess.com
Phone:	707-862-6954

Project Description

Raw water charge monitoring w/ pH compensation.
No PID control

RPI TERMS	F.O.B.	SHIP VIA	SHIPPING TERMS	
Standard Terms of Payment	Factory	Common Carrier	Prepay and Add	
ITEM #	DESCRIPTION	Qty.	UNIT PRICE	EXT PRICE
HA4-DT4	Chemtrac HydroAct 4 Analyzer w/ DT4 Streaming Current Sensor. Includes 2 Sensor inputs, 2 Analog outputs, 2 Relays, 25 ft. of Cable	1	\$14,210.00	\$14,210.00
17605	PH2 w/ Temp Sensor - Recommended Includes Sensor Input, 1 Analog Output, 20 ft Cable.	1	\$960.00	\$960.00
7810	Auto Flush DT4 - Add on Includes 24 VDC Flush Valve	1	\$1,180.00	\$1,180.00
7840	Sand/Grit Separator Automatic Dump Valve Upgrade	1	\$1,575.00	\$1,575.00
			TOTAL	\$17,925.00

Special Notes:

Lead Time: 2-3 Weeks

Est. Freight: Not Included

Thank You

Phillip Maffei

**UNLESS OTHERWISE STATED Freight and Sales Taxes not included in pricing.

All prices are in U.S. Dollars. Standard Ryan Process Terms Apply. See Attached
We accept Visa and Mastercard. Credit card payments require a 5% handling fee.

NOTE: Before you or any agent representing your company signs for the product at delivery - inspect the box, pallet, tank, etc., for any missing items or damages. Make a note of missing items, damage type and locations on the delivery ticket. You have the right to refuse delivery of damaged goods. Direct all claims to the freight company making the delivery. Contact Ryan Process immediately at (925) 837-0670 to report the problem.

RYAN PROCESS, INC

TERMS AND CONDITIONS QUOTE # YC032124PM-3

1.) CONDITIONS OF SALE: Purchaser's purchase order or quotation shall be subject only to the terms and conditions ("T&C") set forth herein, which shall supersede any purchase order, acknowledgement or other form by Purchaser. Any contrary terms and conditions of Purchaser shall not bind Ryan Process, Inc. ("Ryan") unless accepted by Ryan in writing.

2.) TERMS OF PAYMENT: Orders under \$5000-Net 30 Days. Orders over \$5000-50% with order, 25% prior to shipping, balance Net 30 days. Credit Card Payments are charged a 5% convenience fee on entire invoice including sales tax, freight and product. **All freight invoices billed separately are due upon receipt of invoice.**

3.) COLLECTION, APPLICABLE LAW & VENUE: Purchaser shall pay Ryan all costs of collection including, but not limited to, collection service's cost, attorney's fees, and litigation costs. Any action arising out of, or relating to these T&C shall be governed by the law of the state of California and shall be brought solely in Contra Costa Superior Court.

4.) TAXES: Ryan Process is a distributing seller and accordingly taxes are not included unless separately stated as such. Any sales, use, excise or similar tax payable by Ryan Process which is or may be imposed by any taxing authority pursuant to these T&C, shall be added to the sales price. Purchaser agrees to reimburse and indemnify Ryan Process for any sales tax assessed as a result of Purchaser's failure to notify Ryan Process that the purchase is for retail.

5.) RETENTION FEES: Purchaser acknowledges and agrees that Ryan Process shall not be subject to any retention and/or holdback unless separately negotiated and accepted in writing, prior to the issuance of any purchase order. In no event shall retention be (1) held more than 60 day after shipment, (2) applied to sales tax and/or shipping costs.

6.) LIMITATION OF LIABILITY: Ryan Process, Inc. no implied and/or express warranties or fitness for a particular purpose. Purchaser waives any right to claim consequential, delay, or liquidated damages. In no event shall Ryan Process be liable for greater than the amount of purchase.

7.) TIME OF POSSESSION: Buyer shall take possession of the equipment FOB Factory and shall inspect and accept it for payment upon receipt. Claims for damage in transit shall be made directly by Buyer to Freight Company.

8.) DELIVERY & PERFORMANCE: Ryan Process is a distributing representative and limited by the performance of its suppliers. Supplies generally deliver, but Ryan Process, Inc. does not warrant or otherwise guarantee that delivery will occur, as follow:

- a. SUBMITTALS: 2-3 weeks following acceptance of signed Purchase Order
- b. EQUIPMENT SHIPMENT: _____ weeks following receipt of approved submittal.

9.) WARRANTY CLAIMS: The supplier and/or manufacturer of any product supplied by Ryan Process, Inc. may provide a warranty which shall be Purchaser's sole warranty.

10.) DESIGN SPECIFICATIONS: Ryan Process, Inc. has relied upon the specifications provided by Purchaser in providing quotations, services and goods. Ryan shall not be liable for omissions, lack of notifications, compliance with laws or codes, or lack of clarity of specifications, drawings and/or requirements by Purchaser, designer, architect, engineer and/or others. Good faith efforts will be made by Ryan Process, Inc. to interpret the specifications. The submittal of a purchase order by Purchaser represents and warrants that Purchaser has confirmed with the owner or its designated representatives that the quotation and/or purchase order meets all required specifications, including those of the supplier and/or manufacture.

11.) CONFIDENTIALITY: Manufacturer may require Buyer or Owner to sign a confidentiality agreement prior to release of any proprietary information including drawings and calculations.

12.) MATERIAL RETURNS/CANCELLATION: Buyer may not return any material without express written authorization and upon terms and payment of any applicable restocking charges up to 100% of the purchase price. Cancelled orders subject to a minimum 35% restocking/cancelation fee.

13.) ACCEPTANCE OF TERMS AND CONDITIONS: Purchaser by either (1) execution, or (2) submitting a purchase order, agrees to be bound by these Terms & Conditions. Any purchase order or contract shall incorporated our proposal and terms. Any changes shall be negotiated prior to any order acceptance.

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CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Zoning Code Amendment (ZC) 24-01; Updating the development standards for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) for consistency with State law

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City repealing, replacing, and renaming Section 8-5005 to Accessory Dwelling Units and Junior Accessory Dwelling Units, adopt a CEQA finding under Public Resources Code Section 21080.17, and waive the second reading

Fiscal Impact: No direct fiscal impact will result from amending the Municipal Code to revise the standards discussed.

Purpose:

To update the standards regulating the development of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) to bring the municipal code consistent with State law.

Council's Strategic Goal:

This Ordinance update does not directly meet one of the Council's strategic goals; however, it will help meet the City's Regional Housing Needs Allocation for more housing.

Background:

Staff periodically brings forward recommended code revisions to incorporate statutory and miscellaneous changes for consideration to keep the Zoning Code contemporary for the City's needs and consistent with State law.

Over the last several years, the legislature has regularly amended the requirements governing the development of Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units (JADU's") statewide to make them easier to construct as an affordable housing option.

An ADU means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more people and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

- (1) An efficiency unit.
- (2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

A JADU means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure. (Government Code § 66313(a) and (d).

The City last updated its ADU/JADU requirements in the spring of 2022 by adoption of Ordinance 06-22. Proposed revisions are designed to bring the City Municipal Code current with changes, approved by the legislature and signed into law by the Governor since the City's last update. The City's ADU/JADU regulations are codified at Yuba City Municipal Code Section 8-5.5004.

The Planning Commission conducted a public hearing on this matter on October 9, 2024. No public comments were received. One of the issues considered by the Planning Commission was whether to reduce the maximum size of ADUs from 1,200 sq. ft. to 850 sq. ft. for ADUs having one bedroom or 1,000 sq. ft. for ADUs having more than one bedroom, as allowed by State law. By a 3-2 vote (2-members absent, excused) the Planning Commission recommended maintaining the current maximum allowed size of ADUs of 1,200 sq. feet and recommended approval of the attached ordinance to the City Council.

On November 5, 2024, the City Council conducted a public hearing and introduced an ordinance of the City Council of the City of Yuba City to repeal, replace and rename Section 8-5-5005 to Accessory Dwelling Units and Junior Accessory Dwelling Units, and adopt a CEQA finding under Public Resources Code Section 21080.17, and waived the first reading. There was no public comment received during the conduct of the public hearing.

Analysis:

Proposed revisions to the current ADU/JADU ordinance will bring the Municipal Code consistent with State law and consolidate requirements, where possible, into a single table for easier reference for the public and city staff alike. A summary of the changes is provided below.

- Jurisdictions may no longer require a discretionary permit to establish an ADU/JADU. As a result, the City's current zoning clearance requirement is proposed to be eliminated by updating the land use tables in the Zoning Code for applicable zone districts.
- ADUs/JADUs may now be established in all zone districts that allow a dwelling unit. In addition to R-1, R-2 and R-3 Districts, ADUs may also be developed in commercial and industrial districts where a dwelling unit has been lawfully established including any lot where a legal nonconforming dwelling exists.
- Clarify that an attached ADU shall be located within, a proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure. An accessory dwelling unit is considered solely within the existing or proposed space of another structure if it includes an expansion of not more than 150 square feet beyond the same physical dimensions of the existing structure, as long as that expansion beyond the physical dimensions of the existing structure is only for accommodating ingress and egress and does not exceed 16

feet in height.

- A detached ADU must be located on the same lot as the proposed or existing primary dwelling, including detached garages.
- The Statute and current Municipal Code provide for a maximum ADU size of 1,200 square feet. State law includes a provision allowing jurisdictions to limit the size of ADUs to 850 square feet for one-bedroom units and 1,000 square feet when more than one bedroom is proposed. A reduced size can be desirable because ADUs are not required to adhere to a zone district's maximum percent lot coverage requirement. Taking into consideration smaller urban lots that can be significantly covered by a home, and subsequently developed with accessory structures (patio covers, sheds, covered BBQs, etc.), this can result in lots being significantly covered with structures, leaving little onsite open space. This scenario is further exacerbated when multiple adjacent lots develop similarly. The Planning Commission considered this issue at its October 9, 2024, meeting and recommended maintaining the current 1,200 sq. ft. size limit.
- Attached ADUs will continue to be limited to 50 percent of the floor area of an existing or proposed primary home. Based on the Planning Commission's recommendation, attached ADUs will be limited to the lesser of 50 percent of the floor area of an existing or primary home, up to 1,200 sq. feet.
- Clarify that in multi-family dwellings, ADUs/JADUs are allowed within the portions of an existing multiple-family residential structure that is not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. The space must be converted to a livable space and granted a certificate of occupancy.

Environmental Considerations:

Updating the Municipal Code to revise the City's ADU standards to bring them consistent with State law, implementing the provisions of the Government Code is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17. Therefore, environmental review is not required.

Fiscal Impact:

No direct fiscal impact will result from updating the Municipal Code to revise the standards regulating the development of ADUs or JADUs. Existing budgeted monies are paying for staff's time to address this matter.

Alternatives:

None. To be consistent with legislative changes signed into law by the Governor regarding the development of ADUs and JADUs, an update to the Municipal Code is required.

Recommendations:

Adopt an Ordinance of the City Council of the City of Yuba City repealing, replacing, and renaming Section 8-5005 to Accessory Dwelling Units and Junior Accessory Dwelling Units, adopt a CEQA finding under Public Resources Code Section 21080.17, and waive the second reading

Attachments:

1. City Council Ordinance

Prepared By:

Doug Libby, AICP
Deputy Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY REPEALING,
REPLACING, AND RENAMING SECTION 8-5.5004 TO ACCESSORY DWELLING
UNITS AND JUNIOR ACCESSORY DWELLING UNITS, AND UPDATING THE
ZONING CODE USE TABLES**

WHEREAS, on March 15, 2022, the City Council of the City of Yuba City adopted Ordinance No. 006-22, codifying regulations of accessory dwelling units and junior accessory dwelling units into Yuba City Municipal Code Section 8-5.5004, as required by then-Government Code Section 65852.2 and 65852.22; and

WHEREAS, State law was substantively amended subsequent to the adoption of Ordinance No. 006-22, and effective March 25, 2024, recodified as Chapter 13 (Accessory Dwelling Units) of Division 1 (Planning and Zoning) of Title 7 (Planning and Land Use) of the Government Code, beginning with Section 66310, with the exception of Government Code Section 65852.27. The changes in State law require updates to City Municipal Section 8-5.5004; and

WHEREAS, the updated ordinance also require the zoning code use tables be updated for the zones where accessory dwelling units and junior accessory dwelling units will be permitted by right; and

WHEREAS, the Planning Commission considered this ordinance pursuant to a noticed public hearing at its meeting on October 9, 2024, and made a recommendation to the City Council for adoption of the same; and

WHEREAS, after consideration of all information before it, the City Council now desires to adopt an updated ordinance for accessory dwelling units and junior accessible dwelling units.

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

SECTION 1. Recitals. The above recitals are incorporated by reference.

SECTION 2. CEQA. The City Council finds and determines that the adoption of an ordinance regarding accessory dwelling units and junior accessory dwelling units in a single-family or multifamily residential zone to implement the provisions of Government Code Section 66310 et seq. is exempt from CEQA review pursuant to Public Resources Code Section 21080.17. Therefore, the proposed ordinance does not require any environmental review under CEQA.

SECTION 3. Section 8-5.8002 of Article 80 (Definitions) of Part VI (Glossary) of Chapter 5 (Zoning) of Title 8 (Zoning) of the Yuba City Municipal Code is amended to read in its entirety as follows:

Sec. 8-5.8002. - Accessory dwelling unit.

~~An attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with proposed or existing primary residence. An accessory dwelling unit includes: (1) an efficiency unit, as defined in Health and Safety Code Section 17958.1; and (2) a manufactured home, as defined in Health and Safety Code Section 18007. This definition shall be interpreted to be consistent with the definition for "accessory dwelling unit" in Government Code Section 65852.2. See Section 8-5.5004(b).~~

SECTION 4. Section 8-5.8029 of Article 80 (Definitions) of Part VI (Glossary) of Chapter 5 (Zoning) of Title 8 (Zoning) of the Yuba City Municipal Code is amended to read in its entirety as follows:

Sec. 8-5.8029. - Junior accessory dwelling unit.

~~A residential dwelling unit that is no more than 500 square feet in size and is contained within a single-family residence. This definition shall be interpreted to be consistent with the definition for "junior accessory dwelling unit" in Government Code Section 65852.22. See Section 8-5.5004(b).~~

SECTION 5. Section 8-5.5004 (Accessory Dwelling Units) of Article 50 (Specific Standard for Residences, Residential Accessory Buildings and Uses, and Related Uses) of Part III (Special Provisions) of Chapter 5 (Zoning) of Title 8 (Planning and Zoning) of the Yuba City Municipal Code is hereby repealed in its entirety and replaced with the following:

Sec. 8-5.8004. - Accessory dwelling units.

(a) *Purpose.* This section is intended to implement the provisions of Government Code Section 66310 et seq.

(b) *Definitions.* The following definitions apply to this section. In the event of conflict or inconsistency with Government Code Section 66313, including any amendments or successor statutes thereto, the state law shall govern.

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(i) An efficiency unit.

(ii) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

- (2) “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.
- (3) “Efficiency unit” has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
- (4) “Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
- (5) “Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
- (6) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (7) “Multifamily dwelling” means a structure containing two or more attached primary dwelling units, not including accessory dwelling units or junior accessory dwelling units. Multiple detached single-family dwellings on the same lot are not a multifamily dwelling.
- (8) “Nonconforming zoning condition” means a physical improvement on a property that does not conform to current zoning standards.
- (9) “Objective standards” means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.
- (10) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- (11) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (12) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(13) “Single-family dwelling” means a structure containing no more than one primary dwelling unit, not including accessory dwelling units or junior accessory dwelling units.

(14) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(c) *Accessory dwelling units and junior accessory dwelling units general requirements.* Accessory dwelling units and junior accessory dwelling units shall be subject to the provisions in this subsection.

(1) Accessory dwelling units are subject to the objective development standards of Table 8-5.5004(A). Junior accessory dwelling units are subject to the objective development standards of Table 8-5.5004(B). State exemption accessory dwelling units and junior accessory dwelling units shall be subject to the same development standards, provided that any development standard that is in conflict or inconsistent with subsection (f), below, shall not be applicable.

(2) Zoning.

- a. The City shall not impose any requirement for a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, for either attached or detached dwellings, that does not permit at least an 800 square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.
- b. Accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located.
- c. Accessory dwelling units are a residential use consistent with the City’s General Plan and Land Use Designation for the lot.

(3) Maximum number.

- a. Single-family. For a lot with an existing or proposed single-family dwelling, no more than one accessory dwelling unit and one junior accessory dwelling unit.
- b. Multifamily.

- (i) For a lot with a proposed or existing multiple-family residential development, at least one accessory dwelling unit and/or junior accessory dwelling unit, but no more than a number of accessory dwelling units/junior accessory dwelling units equaling 25% of the existing dwelling units, rounded up, within the portions of the existing multiple-family residential structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages; and
 - (ii) No more than two detached accessory dwelling units on a lot that has an existing multiple-family residential structure.
- (4) Ownership and rental. The accessory dwelling unit or junior accessory dwelling unit may be rented separate from the primary dwelling. The primary dwelling unit and the accessory dwelling unit shall remain under the same ownership. The accessory dwelling unit shall not be sold separately from the primary dwelling unit, except when the accessory dwelling unit or the primary dwelling was built or developed by a qualified nonprofit corporation and meets all the requirements of Section 66341 of the Government Code, including any amendments or successor statutes thereto.
- (5) Short term rental prohibited. An accessory dwelling unit or junior accessory dwelling unit shall not be rented for a period of fewer than 30 days.
- (6) An accessory dwelling unit or junior accessory dwelling unit shall be used solely as a dwelling. accessory dwelling units and junior accessory dwelling units shall not be utilized as ancillary or accessory uses, including, but not limited to, events, storage, home office, gym/workout studio, and greenhouse.
- (7) A trailer or any other recreational vehicle may not be maintained as an accessory dwelling unit or junior accessory dwelling unit on a residential lot.
- (8) Demolition of detached garage. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed with the accessory dwelling unit application and issued at the same time.
- (9) Fees.
 - a. No impact fees, as defined in Government Code Section 66324(c)(2), shall be imposed on junior accessory dwelling units or accessory dwelling units of less than 750 square feet. Any impact fees charged

for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

- b. An accessory dwelling unit shall not be considered to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(10) Covenant. Prior to the issuance of a certificate of occupancy for an approved accessory dwelling unit a fully-executed use covenant and restriction running with the land shall be recorded by the city with the county recorder's office, and shall include the following:

- a. A declaration that the accessory dwelling unit is constructed and maintained pursuant to this chapter to and shall not be converted to or used for a non-residential use.
- b. A prohibition on the sale of the accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction shall be enforced against future purchasers. An accessory dwelling unit may be sold separately only if the accessory dwelling unit or the primary dwelling was built or developed by a qualified nonprofit corporation consistent with the provisions of Government Code Section 66341.

(11) A certificate of occupancy for an accessory dwelling unit or junior accessory dwelling unit shall not issue before a certificate of occupancy for the primary dwelling.

(12) The demolition of a detached garage that is to be replaced with an accessory dwelling unit shall not be required to provide written notice or post a placard for the demolition, unless the property is located within an architecturally and historically significant district.

(d) *Accessory Dwelling Units.* Accessory dwelling units are subject to the development standards in Table 8-5.5004(A).

Table 8-5.5004(A): Development Standards For Accessory Dwelling Units (ADU)	
Feature	Standard

Permitted Zone Districts	R-1, R-2, R-3, C-O, C-1, C-2, C-3, C-M, M-1, M-2, and AH including any lot with an existing legal nonconforming dwelling.
Attached/Detached	An attached ADU shall be located within, a proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure. An accessory dwelling unit is considered solely within the existing or proposed space of another structure if it includes an expansion of not more than 150 square feet beyond the same physical dimensions of the existing structure, as long as that expansion beyond the physical dimensions of the existing structure is only for accommodating ingress and egress and does not exceed 16 feet in height; or A detached ADU shall be located on the same lot as the proposed or existing primary dwelling, including detached garages.
Maximum size	1,200 square feet. -- Attached to or within primary dwelling: 50% of the floor area of the existing or proposed primary dwelling structure^[1] up to a maximum size of 1,200 square feet.
Setback, Front Yard	As required by base zone district ^[2]
Setback, Interior Side and Rear Yard	4 feet ^{[2] [3]}
Setback, Street Side	As required by base zone district
Maximum Height ^[4]	-- Detached accessory dwelling unit on a lot with an existing or proposed single-family or multifamily dwelling: 16 feet -- Detached accessory dwelling unit on a lot with an existing or proposed single-family or multifamily dwelling, within ½ mile walking distance of a major transit stop or high quality transit corridor: 18 feet, with 2 additional feet to accommodate a roof pitch on the accessory dwelling

	unit that is aligned with the roof pitch of the primary dwelling -- Detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling: 18 feet -- Attached accessory dwelling unit : 25 feet or height limitation applicable to primary dwelling, whichever is lower
Minimum Lot Size	As required by base zone district
Floor area ration	As required by base zone district
Passageway	None
Parking	No more than one parking space per accessory dwelling unit. Off-street parking shall be permitted in setback areas in locations determined by the City or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions. Parking spaces provided by a garage, carport, covered parking structure, or uncovered parking space that is converted to an accessory dwelling units shall not be required to be replaced. Parking spaces may be provided as tandem parking on a driveway. No parking spaces are required for an accessory dwelling unit if any of the following apply: 1. The accessory dwelling unit is located within one-half mile walking distance of a public transit stop; 2. The accessory dwelling unit is located within an architecturally and historically significant structure; 3. The accessory dwelling unit is part of the proposed or existing primary residence; 4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit;

	5. When there is a car share designated pick-up or drop-off location within one block of the accessory dwelling unit; 6. When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any of the criteria in 1 through 5.
Multi-family dwellings	Allowed within the portions of the existing multiple-family residential structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages. The space must be converted to a livable space and granted a certificate of occupancy.
Landscaping	New landscaping shall comply with the City's Water Efficient Landscaping Ordinance requirements. (Section 7-18.01)
Architectural standards	The architectural design and detailing, roof material, exterior color, and finish materials of an accessory dwelling unit shall be the same as those of the primary dwelling.
Utilities	The accessory dwelling unit may be located on a lot or parcel which is served by a public sanitary sewer system. An accessory dwelling unit proposed on a lot or parcel that is not served by a public sanitary sewer system shall require approval by the county department of public health, and any other applicable agencies, of a private sewage disposal system, prior to building and safety division permit issuance. The accessory dwelling units shall obtain separate connections for all utilities, including water and sewer service.
Fire sprinklers	Not required if fire sprinklers were not required for the primary residence. The construction of an accessory dwelling unit shall not trigger the requirement for sprinklers for the primary dwelling.

Roof decks	Not permitted.
Exterior Lighting	As required by Article 58 of the Zoning Code.

^[1] Including an attached garage, attached exterior storage space, or other structure that is attached to the primary dwelling, but not including the floor area of an accessory dwelling unit or junior accessory dwelling unit that is within or attached to the primary dwelling.

^[2] Notwithstanding the above, no setback is required for the conversion of an existing living area, garage, or accessory structure to an accessory dwelling unit or junior accessory dwelling unit; or for a new structure constructed in the same location as an existing structure where the conversion or new construction will have the same dimensions as the existing structure.

^[3] If an applicant wishes to convert an existing accessory structure to an accessory dwelling unit, and wishes to expand the physical dimensions of the existing accessory structure, the side and rear setback requirement for the expansion may be less than 4 ft. if the proposed setback would be sufficient to protect health and fire safety; provided, that the expansion shall not be more than 150 square feet beyond the physical dimensions of the existing accessory structure and the expansion shall be for the sole purpose of facilitating entrance to and exit from the accessory dwelling unit.

^[4] This maximum height requirement only applies to new construction. If an accessory dwelling unit will be located completely within an existing structure, then this requirement does not apply; provided, that the existing structure either is permitted or the owner can demonstrate to the reasonable satisfaction of the City that the existing structure was built prior to January 1, 1990.

(e) *Junior Accessory Dwelling Units.* Junior accessory dwelling units shall be subject to the following additional requirements.

(1) Development Standards. Junior accessory dwelling units are subject to the development standards in Table 8-5.5004(B).

Table 8-5.5004(B): Development Standards For Junior Accessory Dwelling Units (JADU)	
Feature	Standard

Zoning	R-1, R-2, R-3, C-O, C-1, C-2, C-3, C-M, M-1, M-2, and AH including any lot with an existing legal nonconforming dwelling.
Maximum size	500 square feet.
Location	Must be constructed within the walls of the proposed or existing single-family residence, including existing spaces such as attached garages.
Entrance	A separate entrance from the primary dwelling shall be provided. If a proposed JADU does not include a separate bathroom, a separate entrance from the main dwelling entrance shall be provided with an interior entry to the main living area.
Setback, Front Yard	As required by base zone district. ^[2]
Setback, Interior Side and Rear Yard	4 feet ^{[2] [3]}
Setback, Street Side	As required by base zone district
Maximum Height ^[4]	Maximum height of proposed or existing primary dwelling.
Minimum Lot Size	As required by base zone district.
Efficiency kitchen	Required. An efficiency kitchen shall include (1) a cooking facility with appliances, and (2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
Architectural standards	The architectural design and detailing, roof material, exterior color, and finish materials of a junior accessory dwelling unit shall be the same as those of the primary dwelling.
Multifamily dwellings	Allowed within the portions of the existing multiple-family residential structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms,

	passageways, attics, basements, or garages. The space must be converted to a livable space and granted a certificate of occupancy.
Parking	None required.
Utilities	The junior accessory dwelling unit may be located on a lot or parcel which is served by a public sanitary sewer system. A junior accessory dwelling unit proposed on a lot or parcel that is not served by a public sanitary sewer system shall require approval by the county department of public health, and any other applicable agencies, of a private sewage disposal system, prior to building and safety division permit issuance. Junior accessory dwelling units are not required to obtain separate connections for all utilities, including water and sewer service.
Roof decks	Not permitted.
Exterior Lighting	As required by Article 58 of the Zoning Code.

- (2) The city may require an inspection of the junior accessory dwelling unit, including the imposition of a fee adopted by city council resolution for that inspection, to determine if the junior accessory dwelling unit complies with the application therefor, and applicable building standards.
- (3) For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.
- (4) This subsection shall not be construed to prohibit the city from requiring parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as those requirements apply uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.
- (5) A deed restriction running with the land must be recorded which provides that the unit shall not sold separately from the primary dwelling, and that the deed restriction may be enforced against future purchasers, and a restriction of the size and attributes of the junior accessory dwelling unit the conforms with this section.

- (6) Owner occupancy required. The owner must reside at the residence; they may reside in the primary residence or the junior accessory dwelling unit. This requirement shall not apply if the owner is another governmental agency, land trust, or housing organization.

(f) State Exemption Accessory Dwelling Units and Junior Accessory Dwelling Units.

- (1) All objective development standards provided for in this section shall apply to state exemption accessory dwelling units and junior accessory dwelling units to the extent they do not conflict with any provision of this subsection.

- (2) Notwithstanding anything else to the contrary in the section, the City shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any accessory dwelling unit or junior accessory dwelling unit that complies with the following standards (a “state exemption” accessory dwelling unit or junior accessory dwelling unit). The City’s standards relating to lot coverage, floor area ratio, open space, or minimum lot size will not preclude the construction of a state exemption accessory dwelling unit or junior accessory dwelling unit. No development or design standards

- a. One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

- (i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

- (ii) The space has exterior access from the proposed or existing single-family dwelling.

- (iii) The side and rear setbacks are sufficient for fire and safety.

- (iv) The junior accessory dwelling unit complies with the requirements of subsection (e), above.

- b. One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in paragraph

(1). A local agency may impose the following conditions on the accessory dwelling unit:

- (i) A total floor area limitation of not more than 800 square feet.
- (ii) A height limitation as provided in Tables 8-5.5004(A) and (B), as applicable.

c. Multifamily dwellings.

- (i) Multiple accessory dwelling units are allowed within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings
- (ii) Not more than 8 detached accessory dwelling units on a lot with an existing multifamily dwelling; however, the number of allowable accessory dwelling units shall not exceed the number of existing units on the lot, subject to the height limitations provided in Table 8-5.5004(A), and rear and side setbacks of at least four feet.
- (iii) Not more than two detached accessory dwelling units on a lot with a proposed multifamily dwelling, subject to a height limitation pursuant to Table 8-5.5004(A), as applicable, and rear yard and side setbacks of at least four feet.
- (iv) If the existing multifamily dwelling has a rear or side setback of less than four feet, modification of the existing multifamily dwelling shall not be a condition for approving the application to construct an accessory dwelling unit that satisfies the requirements of this subsection (c)

- (4) Correction of nonconforming zoning conditions shall not be required.
- (5) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing multifamily dwelling.
- (6) A state exemption accessory dwelling unit or junior accessory dwelling unit shall not be used as a short-term rental, in accordance with section 17.02.026 (Short-term Rentals and Advertisement of Short-Term Rentals).
- (7) Any accessory dwelling unit that shall be connected to an onsite wastewater treatment system must provide, as part of its application, a

percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

- (8) A new or separate utility connection directly between a state-exemption accessory dwelling unit and the utility shall not be required, or a related connection fee or capacity charge imposed, unless the accessory dwelling unit was constructed with a new single-family dwelling, or upon separate conveyance of the accessory dwelling unit pursuant to Section 66342 of the Government Code.

(g) Accessory Dwelling Unit and Junior Accessory Dwelling Unit Approval Process.

- (1) Accessory dwelling units and/or junior accessory dwelling units, either attached or detached, which adhere to the standards in this section shall be approved or denied ministerially by the Development Services Department prior to issuance of a building permit.
- (2) An application to create or serve an accessory dwelling unit or junior accessory dwelling unit on a lot with an existing dwelling that meets all applicable standards described in this chapter shall be approved or denied ministerially within 60 days after the City receives a completed application, without need for a hearing and notwithstanding any ordinance regulating the issuance of variances or special use permits. If the completed application is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the completed application may be delayed until the single-family or multifamily dwelling application is acted upon.
 - a. If denied, the City shall provide a full set of comments to the applicant with a list of items that are deficient and a description of how the application can be remedied.
 - b. If an applicant requests a delay, the 60-day time period may be tolled for the period of the delay.
 - c. If the City has not approved or denied the completed application within 60 days, the application shall be deemed approved.
 - d. No City ordinance, policy, or regulation, other than this chapter shall be the basis for the delay or denial of a building permit or a use permit under this section.
- (3) Consideration and issuance of a permit for an accessory dwelling unit or junior accessory dwelling unit shall not be conditioned on correction of nonconforming zoning conditions or building code violations, or

unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit or junior accessory dwelling unit.

- (4) Any new accessory dwelling unit or junior accessory dwelling unit may not be converted to primary dwelling unit space or to any other use for a minimum of 20 years from construction.
- (5) The filing fee for an accessory dwelling unit or junior accessory dwelling unit application shall be established by resolution of the city council.
- (6) The City shall not deny a permit for an unpermitted accessory dwelling unit constructed prior to January 1, 2018 absent a finding that correcting the violation is necessary to protect the health and safety of the public or the occupant of the accessory dwelling unit, or if the structure is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.
- (7) The city shall allow preapproval of accessory dwelling unit plans as per Section 65852.27 of the Government Code effective 1/1/2025.

SECTION 6. The following lines in Section 8-5.502 (Uses) of Article 5 (One-Family Residence District (R-1)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	Permitted ⁽¹⁾	Zoning Clearance ⁽²⁾	Use Permit ⁽³⁾	Specific Standards
Accessory dwelling unit	<u>X</u>	X		Sec. 8-5.5004
Accessory dwelling unit, junior	<u>X</u>	X		Sec. 8-5.5004

SECTION 7. The following lines in Section 8-5.602 (Uses) of Article 6 (Two-Family Residence District (R-2)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	Permitted ⁽¹⁾	Zoning Clearance ⁽²⁾	Use Permit ⁽³⁾	Specific Standards
Accessory dwelling unit	<u>X</u>	X		Sec. 8-5.5004
Accessory dwelling unit, junior	<u>X</u>	X		Sec. 8-5.5004

SECTION 8. The following lines in Section 8-5.702 (Uses) of Article 7 (Multiple-Family Residence District (R-3)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	Permitted ⁽¹⁾	Zoning Clearance ⁽²⁾	Use Permit ⁽³⁾	Specific Standards
Accessory dwelling unit	<u>X</u>	<u>X</u>		Sec. 8-5.5004
Accessory dwelling unit, junior	<u>X</u>	<u>X</u>		Sec. 8-5.5004

SECTION 9. The following lines in Section 8-5.1102 (Uses) of Article 11 (Office Commercial District (C-O)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	Permitted ⁽¹⁾	Use Permit ⁽³⁾	Specific Standards
<u>Accessory dwelling unit</u>	<u>X</u>		<u>Sec. 8-5.5004</u>
<u>Accessory dwelling unit, junior</u>	<u>X</u>		<u>Sec. 8-5.5004</u>
Art galleries	X		

SECTION 10. The following lines in Section 8-5.1202 (Uses) of Article 12 (Neighborhood Commercial District (C-1)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	Permitted ⁽¹⁾	Use Permit ⁽³⁾	Specific Standards
<u>Accessory dwelling unit</u>	<u>X</u>		<u>Sec. 8-5.5004</u>
<u>Accessory dwelling unit, junior</u>	<u>X</u>		<u>Sec. 8-5.5004</u>
Bar/pub		X	

SECTION 11. The following lines in Section 8-5.1502 (Uses) of Article 15 (Heavy Commercial/Light Industrial District (C-M)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	Permitted ⁽¹⁾	Use Permit ⁽³⁾	Specific Standards
<u>Accessory dwelling unit</u>	<u>X</u>		<u>Sec. 8-5.5004</u>
<u>Accessory dwelling unit, junior</u>	<u>X</u>		<u>Sec. 8-5.5004</u>

Auto repair (general), auto body, transmission, electrical, radiator, upholstery and similar specialized repair shops	X		
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SECTION 12. The following lines in Section 8-5.2002 (Uses) of Article 20 (Light Industrial District (M-1)) of Part II (Zone Districts) of Chapter 5 (Zoning) are added to read as follows:

Uses	Permitted ⁽¹⁾	Zoning Clearance ⁽²⁾	Use Permit ⁽³⁾	Specific Standards
Accessory dwelling unit	X			Sec. 8-5.5004
Accessory dwelling unit, junior	X			Sec. 8-5.5004
Auto body and painting shop	X			

SECTION 13. The following lines in Section 8-2502 (Uses) of Article 25 (Agricultural Holding District (AH)) of Part II (Zone Districts) of Chapter 5 (Zoning) are amended to read as follows:

Uses	Permitted ⁽¹⁾	Zoning Clearance ⁽²⁾	Use Permit ⁽³⁾	Specific Standards
Accessory dwelling unit	X	X		Sec. 8-5.5004
Accessory dwelling unit, junior	X	X		Sec. 8-5.5004

SECTION 14. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 15. Submission to Department of Housing and Community Development. Pursuant to Government Code section 66326, a copy of this ordinance shall be submitted to the Department of Housing and Community Development within 60 days after adoption.

SECTION 16. Effective Date. This Ordinance shall be effective on the thirty-first day after its adoption.

This Ordinance was introduced on November 5, 2024, and duly adopted by the City Council of the City of Yuba City at its duly noticed regular meeting November 19, 2024, by the following vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

Shon Harris, Mayor
City of Yuba City

Attest:

Ciara Wakefield, Deputy City Clerk
City of Yuba City

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Presentation of Investment Report – Quarter Ended September 30, 2024
Recommendation: Note & File Quarterly Investment Report
Fiscal Impact: Informational item only

Purpose:

To provide information regarding the investment of City funds.

Council's Strategic Goal:

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

Background:

In accordance with the City's adopted Investment Policies, staff prepared the attached investment report for City Council review for the previous quarter (July, August, September 2024).

Analysis:

Portfolio Highlights:

- As of September 30, 2024, the City's overall investment portfolio (estimated market value) totaled \$147,454,435, a decrease of \$14,005,135 from the previous quarter.
- Notable transactions during the quarter that affected cash flow included:
 - CalPERS UAL and ADP payment, \$7.4 million;
 - Sales tax receipts, \$4.7 million;
 - General liability payment, \$3.3 million;
 - Debt service payments, Successor Agency bonds, \$1.6 million;
 - SBFCA debt service, \$1.6 million;
 - Gas tax and SB1 receipts, \$1.3 million;
 - Cell Tower Easement Sale, \$1.0 million

- The portfolio shows a “paper gain” of \$1,431,099 as of September 30th. This represents the amount of value that the City would gain if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains will not be realized if the investments are held until maturity (which is the City’s general investment strategy).
- The City’s portfolio is still replacing lower yield instruments with higher yields with each maturing bond in this fixed income market, and the overall portfolio yield increased compared to past quarters. The portfolio remains positioned for a higher yield environment by keeping the maturity dates of our purchases to a longer position, currently 1.53 weighted average years to maturity, while remaining watchful for signs of an economic shift. For the quarter ended 9/30/24, 59 investments matured, called or sold, partially or in whole, with an average yield of 2.31%. Exclude asset-backed securities and 11 investments matured or sold with an average yield of 1.62%. These funds, along with LAIF holdings, were invested in eight instruments with an average yield of 4.25%. The Weighted Average Yield to Maturity of the City’s total investment portfolio increased from 4.09% to 4.11% for the quarter.
- The City’s cash flow needs will be met by roughly \$57,393,500 million in liquid assets as of June 30th (approximately 39.8% of the City Held Investments portfolio value) that is currently invested in LAIF, CAMP, First American money management funds, and in the City’s Wells Fargo checking account.

Outlook: Equity stocks rallied on election news, but the bond market that makes up the City’s fixed income portfolio is pessimistic. Recent Federal Reserve rate cuts were already causing bond prices to decrease, however the City’s portfolio is positioned to continue earning interest income from bonds held with longer maturities.

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

Fiscal Impact:

Informational Item only.

Recommendation:

Note and file the Quarterly Investment Report for the period ending September 30, 2024.

Attachments:

1. Investment Report

Prepared By:
Spencer Morrison
City Treasurer

Submitted By:
Spencer Morrison
City Treasurer



City of Yuba City

Treasurer's Quarterly Investment Report

AS PRESCRIBED BY CALIFORNIA GOVERNMENT CODE SECTION 53646

September 30, 2024

**City of Yuba City – Month-By-Month Comparison Report
September 30, 2024**

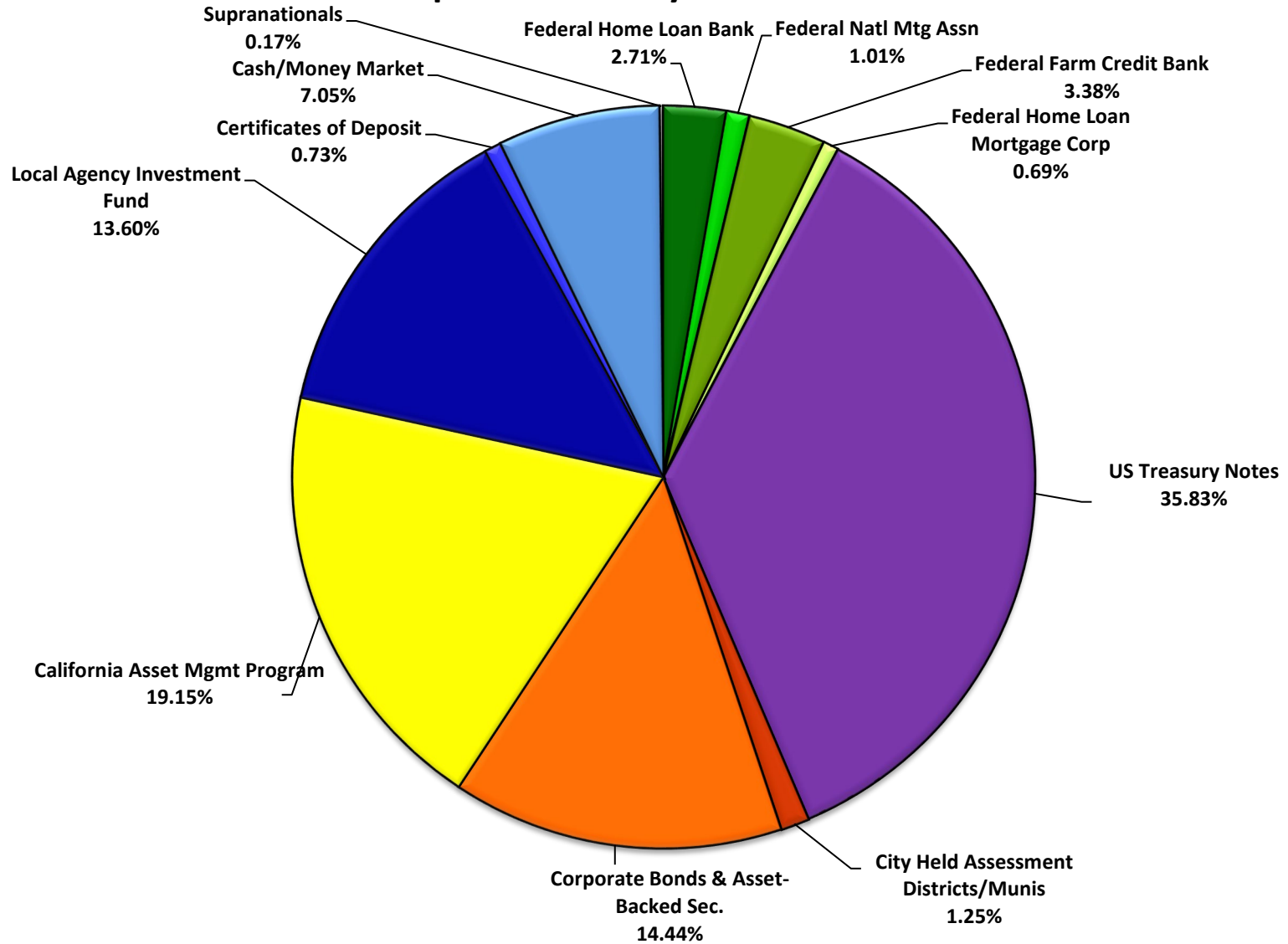
The following table provides a comparison of the portfolio for the quarter ending December, and the previous quarters ended July, August, and September 2024.

Portfolio Comparison				
	12/31/23	3/31/24	6/30/24	9/30/24
Cost Basis	\$146,021,344	\$156,296,899	\$161,998,734	\$146,023,336
Estimated Market Value	145,100,309	155,224,074	161,459,570	147,454,435
Unrealized Gains/(Losses) ⁽¹⁾	(921,034)	(1,072,825)	(539,164)	1,431,099
Liquidity	42.52%	42.93%	44.83%	39.79%
Weighted Average Years: Maturity of City Held Funds	1.20 years	1.24 years	1.52 years	1.53 years
LAIF Interest Rate	4.000%	4.300%	4.550%	4.710%
CAMP Interest Rate	5.550%	5.480%	5.430%	5.430%
Portfolio: Weighted Average Yield to Maturity at Market	3.62%	3.83%	4.09%	4.11%
CPI (Annualized)	3.4%	3.5%	3.0%	2.4%

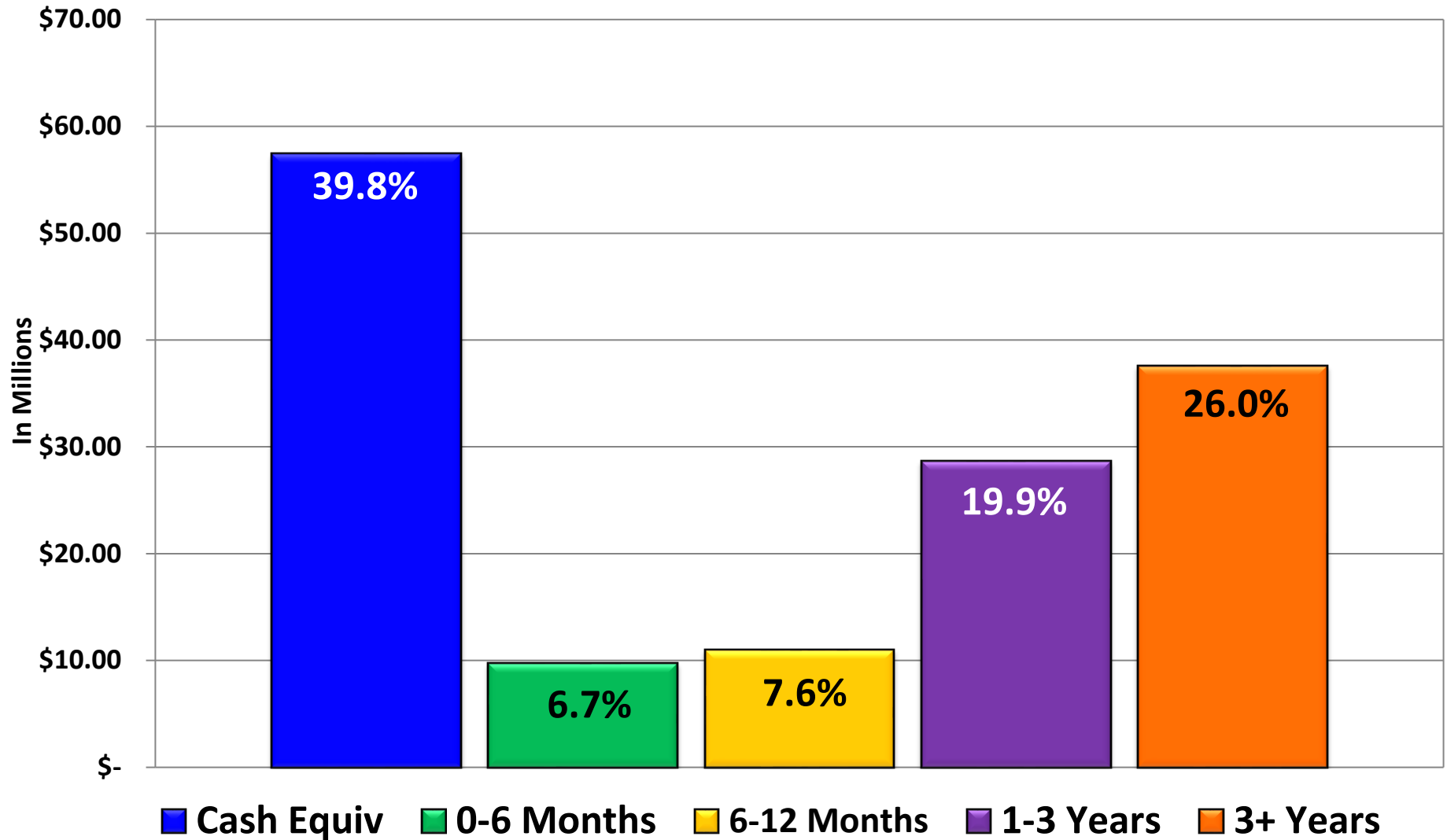
Note: (1) This represents the amount of money that the City would gain (or lose) if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains (or losses) will not be realized if the investments are held until maturity (which is the City's historical investment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

City of Yuba City – Quarterly Investment Report
September 30, 2024

Composition of City Held Investments



City Held Investment Portfolio Maturity Distribution



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

September 2024

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
	U.S. Consumer Price Index (Inflation)		09/30/24		2.400%			
1	Local Agency Investment Fund (LAIF)	N/A	Daily	4.710%	4.710%	\$ 19,571,701	\$ 19,612,039	\$ 40,339
2	Calif. Asset Management Program (CAMP)	N/A	Daily	5.430%	5.430%	\$ 27,613,805	\$ 27,613,805	-
3	Wells Fargo Money Market & Checking Accts.	N/A	Daily (Sweep)	5.180%	5.180%	\$ 6,398,666	\$ 6,398,666	-
4	First American Institutional Prime	26200630S	Daily	4.840%	4.840%	\$ 3,769,002	\$ 3,769,002	-
5	Darrough Drive AD		09/02/24	6.000%	6.000%	\$ 12,246	\$ 12,246	-
6	Plumas Bank CD	269101799	09/17/24	0.000%	0.000%	\$ 1,058,014	\$ 1,058,014	-
7	Federal Farm Credit Bank	3133EMCN0	10/15/24	0.400%	0.432%	\$ 948,813	\$ 948,366	(447)
8	California St Dept Wtr Res Cent	13067WPG1	12/01/24	2.751%	1.486%	\$ 179,348	\$ 169,415	(9,933)
9	US Treasury Notes	912828YY0	12/31/24	1.750%	0.326%	\$ 1,224,795	\$ 1,150,486	(74,309)
10	US Treasury Notes	912828YY0	12/31/24	1.750%	0.180%	\$ 961,945	\$ 903,583	(58,362)
11	US Treasury Notes	912828YY0	12/31/24	1.750%	0.270%	\$ 1,092,426	\$ 1,026,147	(66,278)
12	US Treasury Notes	912828YY0	12/31/24	1.750%	0.280%	\$ 955,793	\$ 897,804	(57,989)
13	US Treasury Notes	912828YY0	12/31/24	1.750%	0.290%	\$ 424,031	\$ 398,305	(25,726)
14	US Treasury Notes	912828YY0	12/31/24	1.750%	2.940%	\$ 387,875	\$ 364,342	(23,533)
15	Federal Home Loan Mortgage Corp (Freddie Mac)	3137EAEP0	02/12/25	1.500%	5.280%	\$ 951,970	\$ 988,500	36,530
16	US Treasury Notes	91282CDZ1	02/15/25	1.500%	2.840%	\$ 337,928	\$ 346,115	8,187
17	American Express Co Corp Note	025816CQ0	03/04/25	2.250%	2.290%	\$ 79,919	\$ 79,165	(754)
18	John Deere Med Term Notes	24422EWB1	03/07/25	2.125%	3.030%	\$ 975,850	\$ 989,350	13,500
19	Roche Holdings Inc. (Callable) Corporate	771196BT8	03/10/25	2.130%	2.130%	\$ 365,000	\$ 361,080	(3,920)
20	Home Depot Inc Corporate Notes	437076CM2	04/15/25	2.700%	2.760%	\$ 24,956	\$ 24,736	(221)
21	US Treasury Notes	91282CEH0	04/15/25	2.625%	4.650%	\$ 1,318,201	\$ 1,338,363	20,162
22	Bank of New York Mellon	06406RAN7	04/24/25	1.600%	0.841%	\$ 437,402	\$ 417,728	(19,673)
23	US Treasury Notes	912828ZL7	04/30/25	0.375%	2.710%	\$ 838,409	\$ 879,813	41,404
24	Cintas Corporation	17252MAP5	05/01/25	3.450%	3.460%	\$ 59,987	\$ 59,561	(425)
25	USAA Capital Corp	90327QD89	05/01/25	3.375%	3.490%	\$ 214,297	\$ 213,456	(841)
26	Chevron Corp New Notes	166764BW9	05/11/25	1.554%	3.200%	\$ 572,040	\$ 589,530	17,490
27	Apple Inc.	037833BG4	05/13/25	3.200%	0.814%	\$ 436,332	\$ 397,232	(39,100)
28	The Goldman Sachs Group	38148LAE6	05/22/25	3.750%	1.026%	\$ 222,856	\$ 198,796	(24,060)
29	National Australia	63254ABD9	06/09/25	3.500%	3.500%	\$ 250,000	\$ 248,253	(1,748)
30	National Rural Med Term Notes	63743HFE7	06/15/25	3.450%	3.460%	\$ 44,988	\$ 44,672	(315)
31	National Rural Med Term Notes	63743HFS6	06/15/29	5.150%	4.368%	\$ 467,576	\$ 467,042	(535)
32	US Treasury Notes	912828ZW3	06/30/25	0.250%	0.360%	\$ 760,884	\$ 753,013	(7,871)
33	US Treasury Notes	912828ZW3	06/30/25	0.250%	3.030%	\$ 551,627	\$ 582,978	31,351
34	US Treasury Notes	91282CEV9	06/30/25	3.250%	3.576%	\$ 197,165	\$ 197,118	(47)
35	US Treasury Notes	91282CEY3	07/15/25	3.000%	5.000%	\$ 755,174	\$ 763,732	8,558
36	JP Morgan Chase & Co	46625HMN7	07/15/25	3.900%	1.024%	\$ 450,500	\$ 398,484	(52,016)
37	IBM Corporate Notes	459200KS9	07/27/25	4.000%	4.000%	\$ 200,000	\$ 199,136	(864)
38	Federal National Mortgage (Fannie Mae)	3135G05X7	08/25/25	0.375%	0.410%	\$ 499,070	\$ 484,325	(14,745)

City of Yuba City
Monthly Investment Statement
City Held Investments
September 2024

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
39	Federal National Mortgage (Fannie Mae)	3135G05X7	08/25/25	0.375%	3.050%	\$ 918,880	\$ 968,650	49,770
40	Buttes Vista 2000-1 AD, 2013 Refunding		09/02/25	2.730%	2.730%	\$ 89,774	\$ 89,774	-
41	Walmart Inc. Corporate Notes	931142EW9	09/09/25	3.900%	3.920%	\$ 164,885	\$ 165,135	250
42	Walmart Inc. Corporate Notes	931142EW9	09/09/25	3.900%	4.070%	\$ 398,160	\$ 398,764	604
43	Federal Farm Credit Bank	3133ENP95	09/30/25	4.250%	4.191%	\$ 1,101,808	\$ 1,102,442	634
44	United Health Group	91324PEN8	10/15/25	5.150%	5.150%	\$ 69,994	\$ 70,713	720
45	National Rural Med Term Notes	63743HFF4	10/30/25	5.450%	5.500%	\$ 64,913	\$ 65,842	929
46	Citigroup Inc. Corporate Notes (Callable)	172967ND9	11/03/25	1.281%	1.281%	\$ 135,000	\$ 134,478	(522)
47	HAROT 2021-3 A3	43815EAC8	11/18/25	0.410%	0.410%	\$ 17,110	\$ 16,983	(127)
48	Amazon	023135CN4	12/01/25	4.600%	4.600%	\$ 624,963	\$ 629,200	4,238
49	Bank of America Corp Notes (Callable)	06051GKE8	12/06/25	1.530%	1.530%	\$ 225,000	\$ 223,418	(1,582)
50	US Treasury Notes	91282CBC4	12/31/25	0.380%	0.728%	\$ 368,965	\$ 359,284	(9,681)
51	US Treasury Notes	9128285T3	12/31/25	2.625%	4.834%	\$ 526,176	\$ 541,860	15,684
52	HART 2021-B A3	44934KAC8	01/15/26	0.380%	0.390%	\$ 10,141	\$ 10,114	(27)
53	HAROT 2021-4 A3	43815GAC3	01/21/26	0.880%	0.885%	\$ 35,296	\$ 34,844	(452)
54	Bank of America Corp F/R	06051GGZ6	01/23/26	3.366%	1.326%	\$ 219,558	\$ 198,884	(20,674)
55	Morgan Stanley	61746BDZ6	01/27/26	3.875%	1.270%	\$ 224,686	\$ 199,116	(25,570)
56	State Street Corp	857477BR3	02/06/26	1.746%	1.750%	\$ 65,000	\$ 64,234	(766)
57	State Street Corp	857477CN1	02/20/29	4.530%	4.309%	\$ 375,000	\$ 378,810	3,810
58	Federal Farm Credit Bank	3133EPCF0	03/02/26	4.500%	5.060%	\$ 1,086,581	\$ 1,109,515	22,934
59	HART 2021-C A3	44935FAD6	05/15/26	0.740%	0.745%	\$ 23,511	\$ 23,300	(211)
60	Carmx 2021-3 A3	14317DAC4	07/15/26	0.550%	0.550%	\$ 44,638	\$ 44,007	(631)
61	MBART 2021-1 A3	58772WAC7	06/15/26	0.460%	0.463%	\$ 44,369	\$ 43,862	(508)
62	TAOT 2022A A3	89239KAC5	06/15/26	0.000%	1.230%	\$ 63,394	\$ 62,673	(721)
63	GM Fin Cons Auto Rec TR 2021 A-3	380140AC7	06/16/26	0.480%	0.480%	\$ 21,405	\$ 21,206	(199)
64	Toyota Motor Credit Corp	89236TJK2	06/18/26	1.125%	1.204%	\$ 224,145	\$ 214,515	(9,630)
65	VALET 2021-1 A3	92868KAC7	06/22/26	1.020%	1.021%	\$ 40,986	\$ 40,554	(432)
66	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.030%	\$ 910,781	\$ 958,029	47,248
67	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.040%	\$ 1,274,984	\$ 1,341,125	66,141
68	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.330%	\$ 405,545	\$ 426,583	21,038
69	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.460%	\$ 807,785	\$ 849,690	41,905
70	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.930%	\$ 1,998,633	\$ 2,102,313	103,681
71	Citibank NA Senior Notes	17325FBJ6	08/06/26	4.929%	4.165%	\$ 780,611	\$ 781,342	732
72	Federal Home Loan Bank	3130AWTQ3	09/11/26	4.625%	4.750%	\$ 647,680	\$ 661,473	13,793
73	COPAR 2021-1 A3	14044CAC6	09/15/26	0.770%	0.770%	\$ 42,314	\$ 41,670	(643)
74	TAOT 2022-B A3	89238FAD5	09/15/26	2.931%	2.931%	\$ 49,171	\$ 48,770	(401)
75	GM Fin Cons Auto Rec TR 2021-4 A-3	362554AC1	09/16/26	0.680%	0.681%	\$ 35,865	\$ 35,336	(529)
76	Citigroup Inc. Corporate Notes	172967NX5	09/29/26	5.610%	5.610%	\$ 150,000	\$ 151,301	1,301
77	WOART 2021-D A3	98163KAC6	10/15/26	0.810%	0.813%	\$ 45,968	\$ 45,378	(590)
78	US Treasury Notes	91282U24	11/15/26	2.000%	4.060%	\$ 857,648	\$ 894,290	36,642

City of Yuba City
Monthly Investment Statement
City Held Investments
September 2024

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
79	COMET 2021-A3 A3	14041NFY2	11/16/26	1.040%	1.043%	\$ 324,955	\$ 323,473	(1,483)
80	Federal Home Loan Bank	3130AQF65	12/21/26	1.250%	4.122%	\$ 625,591	\$ 663,761	38,170
81	Target Corporation	87612EBM7	01/15/27	1.950%	1.990%	\$ 39,932	\$ 38,424	(1,508)
82	Microsoft Corp	594918BY9	02/06/27	3.300%	4.360%	\$ 673,813	\$ 693,728	19,915
83	Berkshire Hathaway Financial Notes	084664CZ2	03/15/27	2.300%	2.690%	\$ 417,261	\$ 411,362	(5,899)
84	US Treasury Notes	91282CEF4	03/31/27	2.500%	4.404%	\$ 795,716	\$ 828,155	32,439
85	CARMAX 2022-3 A3	14318MAD1	04/15/27	0.000%	3.970%	\$ 159,174	\$ 158,453	(721)
86	US Treasury Notes	91282CEN7	04/30/27	2.750%	3.730%	\$ 841,572	\$ 856,984	15,411
87	UnitedHealth Group	91324PEG3	05/15/27	3.700%	3.710%	\$ 39,978	\$ 39,812	(166)
88	NAROT 2022-B A3	65480JAC4	05/17/27	4.580%	4.460%	\$ 160,167	\$ 160,058	(109)
89	US Treasury Notes	91282CEW7	06/30/27	3.250%	4.544%	\$ 478,810	\$ 495,780	16,970
90	US Treasury Notes	91282CFB2	07/31/27	2.750%	3.510%	\$ 2,523,016	\$ 2,593,812	70,797
91	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.060%	\$ 1,663,799	\$ 1,710,486	46,687
92	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.150%	\$ 2,463,805	\$ 2,532,940	69,135
93	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.420%	\$ 1,385,751	\$ 1,424,636	38,885
94	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.550%	\$ 1,568,873	\$ 1,612,896	44,023
95	MBART 2022-1 A3	58768PAC8	08/16/27	5.210%	5.210%	\$ 300,581	\$ 302,147	1,566
96	Buttes Vista 2002-1 AD, 2013 Refunding		09/02/27	2.730%	2.730%	\$ 177,822	\$ 177,822	-
97	Apple Inc	037833DB3	09/12/27	2.900%	3.940%	\$ 286,863	\$ 293,268	6,405
98	Apple Inc	037833DB3	09/12/27	2.900%	4.135%	\$ 473,730	\$ 488,780	15,050
99	DCENT 2022-A4 A	254683CX1	10/15/27	0.001%	5.030%	\$ 239,969	\$ 241,637	1,668
100	Pepsico	713448DY1	10/15/27	3.000%	4.238%	\$ 711,060	\$ 733,110	22,050
101	US Treasury Notes	91282CFZ9	11/30/27	3.875%	4.770%	\$ 1,063,133	\$ 1,086,070	22,937
102	US Treasury Notes	91282CFZ9	11/30/27	3.875%	4.200%	\$ 3,755,617	\$ 3,836,644	81,027
103	US Treasury Notes	91282CFZ9	11/30/27	3.875%	4.060%	\$ 1,440,371	\$ 1,471,447	31,076
104	US Treasury Notes	91282CFZ9	11/30/27	3.875%	3.983%	\$ 1,887,309	\$ 1,928,027	40,718
105	US Treasury Notes	91282CGC9	12/31/27	3.875%	3.983%	\$ 747,044	\$ 757,148	10,104
106	Federal Farm Credit Bank	3133EN5N6	01/06/28	4.000%	3.891%	\$ 433,099	\$ 435,849	2,750
107	American Honda Finance	02665WED9	01/12/28	4.700%	4.341%	\$ 608,940	\$ 610,716	1,776
108	Bristol Myers Squibb	110122DE5	02/20/28	3.900%	4.930%	\$ 334,380	\$ 348,656	14,277
109	US Treasury Notes	91282CGP0	02/29/28	4.000%	4.200%	\$ 1,613,384	\$ 1,660,463	47,079
110	US Treasury Notes	91282CGP0	02/29/28	4.000%	4.480%	\$ 1,351,421	\$ 1,390,856	39,435
111	US Treasury Notes	91282CGP0	02/29/28	4.000%	4.680%	\$ 1,196,193	\$ 1,231,099	34,905
112	Astrazeneca Finance	04636NAF0	03/03/28	4.875%	4.920%	\$ 324,344	\$ 333,964	9,620
113	Mastercard	57636QAW4	03/09/28	4.875%	4.900%	\$ 324,685	\$ 335,732	11,047
114	Federal Home Loan Bank	3130ATS57	03/10/28	4.500%	4.114%	\$ 1,017,260	\$ 1,029,130	11,870
115	Nestle Holdings, Inc	641062BF0	03/14/28	5.000%	5.010%	\$ 674,825	\$ 695,237	20,412
116	Home Depot Inc Corporate Notes	437076CE0	03/15/28	0.900%	4.193%	\$ 511,974	\$ 542,862	30,888
117	JP Morgan Chase & Co	46647PDA1	04/26/28	4.323%	4.800%	\$ 466,289	\$ 475,950	9,662
118	Merck & Co Inc Corp Notes	58933YBH7	05/17/28	4.050%	4.070%	\$ 139,887	\$ 141,179	1,292
119	US Treasury Notes	91282CCE9	05/31/28	1.250%	3.991%	\$ 1,228,395	\$ 1,288,602	60,207

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

September 2024

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
120	DCENT 2023-A2 A	254683CZ6	06/15/28	0.000%	4.930%	\$ 349,953	\$ 354,382	4,429
121	US Treasury Notes	91282CCH2	06/30/28	1.250%	4.490%	\$ 2,026,785	\$ 2,069,290	42,505
122	US Treasury Notes	91282CCH2	06/30/28	1.250%	0.800%	\$ 773,179	\$ 789,394	16,215
123	US Treasury Notes	91282CCH2	06/30/28	1.250%	0.800%	\$ 2,982,256	\$ 3,044,799	62,543
124	Bank of America Medium Term Notes	06051GKW8	07/22/28	4.985%	4.970%	\$ 449,568	\$ 457,911	8,343
125	US Bancorp MTNS Bank Notes	91159HJF8	07/22/28	4.548%	4.903%	\$ 988,920	\$ 1,007,890	18,970
126	US Treasury Notes	912810FE3	08/15/28	5.500%	4.751%	\$ 722,504	\$ 751,135	28,631
127	Citibank NA Senior Notes	17325FBB3	09/29/28	5.803%	4.850%	\$ 571,522	\$ 582,214	10,692
128	US Treasury Notes	91282CJF9	10/31/28	4.875%	4.659%	\$ 680,906	\$ 707,960	27,054
129	US Treasury Notes	9128285M8	11/15/28	3.125%	4.697%	\$ 515,004	\$ 540,419	25,415
130	John Deere Med Term Notes	24422EXH7	01/16/29	4.500%	4.550%	\$ 399,036	\$ 407,344	8,308
131	Eli Lilly & Co Bonds	532457CK2	02/09/29	4.500%	4.787%	\$ 987,780	\$ 1,024,180	36,400
132	Cisco Systems Inc Bonds	17275RBR2	02/26/29	4.850%	4.862%	\$ 999,310	\$ 1,034,180	34,870
133	Federal Home Loan Bank	3130ATS57	03/09/29	4.500%	4.733%	\$ 1,484,835	\$ 1,553,655	68,820
134	Federal Farm Credit Bank	3133EP5U5	03/20/29	4.125%	4.284%	\$ 1,241,138	\$ 1,276,713	35,575
135	Staple/Ashley/Cornwell AD		09/02/30	6.000%	6.000%	\$ 69,309	\$ 69,309	-
136	WWTP Solar System (DS, June 30)		06/30/33	4.000%	4.000%	\$ 1,288,651	\$ 1,288,651	-
								-
								-
Total City Held Investments						\$ 142,803,351	\$ 144,234,451	\$ 1,431,099

City of Yuba City Investment Report
Investments Held By Trustees
September 2024

No.	Description of Debt Issuance	Account Type	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
137	2013 Water Rev COP	Debt Service	Blackrock T-Fund	Daily	4.830%	4.830%	\$ 1,832	1,832	-
138		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	0	0	-
139	TABs Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	4.830%	4.830%	2,219	2,219	-
140		Interest	Blackrock T-Fund	Daily	4.830%	4.830%	16,552	16,552	-
141		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
142		Principal	Blackrock T-Fund	Daily	4.830%	4.830%	950	950	-
143		Reserve	Blackrock T-Fund	Daily	4.830%	4.830%	128,627	128,627	-
144		Reserve	Assured Guaranty	Daily	0.000%	0.000%	1,870,568	1,870,568	-
145		Reserve	Blackrock T-Fund	Daily	4.830%	4.830%	480,597	480,597	-
146	Gauche Park Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	4.830%	4.830%	864	864	-
147		Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
148		Reserve	Assured Guaranty	Daily	0.000%	0.000%	650,031	650,031	-
149	CFD Refund 2015	Debt Service	Blackrock T-Fund	Daily	4.830%	4.830%	253	253	-
150		Reserve	Blackrock T-Fund	Daily	4.830%	4.830%	43,908	43,908	-
151		I-Bank Paymnt	Blackrock T-Fund	Daily	4.830%	4.830%	111	111	-
152	Wastewater Revenue Bonds (CREBS) - 2017	Bond	Blackrock T-Fund	Daily	4.830%	4.830%	518	518	-
153	Authority 2018 Wastewater Revenue Bonds	Bond	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
154		Bond	Blackrock T-Fund	Daily	0.000%	0.000%	1,361	1,361	-
155		Project	First Am Treas Obl	Daily	4.480%	4.480%	21,595	21,595	-
Total Trustee-Held Investments							\$ 3,219,985	\$ 3,219,985	\$ -
TOTAL CITY & TRUSTEE-HELD INVESTMENTS							\$ 146,023,336	\$ 147,454,435	\$ 1,431,099

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

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

Date: 11/14/2024

City of Yuba City - Quarterly Investment Transaction Report
September 2024 - Market Value Summary

Account Types	Balance 6/30/2024	Balance 9/30/2024	Period Activity
City Held Investments			
Local Agency Investment Fund	\$ 36,696,562	\$ 19,612,039	\$ (17,084,523)
California Asset Management Program	27,243,719	27,613,805	370,086
Cash/Money Market	7,001,419	10,167,668	3,166,249
Federal Agency Securities	10,976,203	11,222,378	246,175
US Treasuries	51,787,446	51,684,014	(103,431)
Certificates of Deposit	1,049,560	1,058,014	8,453
Corporate Bonds and Asset Backed Sec.	20,748,703	20,821,063	72,360
City-held Assessment Districts & Municipals	1,922,994	1,807,217	(115,778)
Supranationals	824,155	248,253	(575,902)
Total City Held Investments	\$ 158,250,762	\$ 144,234,451	\$ (14,016,311)
Trustee Held Investments			
Water Refunding 2013	\$ 1,481	\$ 1,832	\$ 351
TABs Refunding - 2015	2,488,894	2,499,512	10,618
Gauche Park Refunding	650,730	650,895	165
Sunsweet CFD Refund	44,852	44,271	(581)
Wastewater Revenue Bonds - 2017	419	518	99
Wastewater Revenue Bonds - 2018	22,432	22,956	523
Total Trustee Held Investments	3,208,808	3,219,985	\$ 11,176
Total			
	\$ 161,459,570	\$ 147,454,435	\$ (14,005,135)

Investment Activity
July, August, September 2024

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
SALES/REDEMPTIONS								
US Treasury Notes		07/01/24	06/30/24	06/30/24	Matured	3.000%	4.260%	489,395
Capital One Multi Asset Execution Trust		07/15/24	07/15/26	07/15/24	Paydown	0.550%	0.550%	279,989
Capital One Prime Asset Receivables Trust		07/15/24	09/15/26	07/15/24	Paydown	0.770%	0.770%	5,433
Carmax Auto Owner Trust		07/15/24	06/15/26	07/15/24	Paydown	0.550%	0.550%	6,426
Carmax Auto Owner Trust		07/15/24	04/15/27	07/15/24	Paydown	3.970%	3.970%	10,808
Hyundai Auto Receivables Trust		07/15/24	01/15/26	07/15/24	Paydown	0.380%	0.380%	7,538
Hyundai Auto Receivables Trust		07/15/24	05/15/26	07/15/24	Paydown	0.740%	0.740%	4,759
Mercedes Benz Auto Receivables Trust		07/15/24	08/16/27	07/15/24	Paydown	5.210%	5.210%	6,431
Mercedes Benz Auto Receivables Trust		07/15/24	06/15/26	07/15/24	Paydown	0.460%	0.460%	7,092
Toyota Auto Receivables Owner Trust		07/15/24	09/15/26	07/15/24	Paydown	2.930%	2.930%	4,409
Toyota Auto Receivables Owner Trust		07/15/24	06/15/26	07/15/24	Paydown	1.230%	1.230%	8,112
US Treasury Notes		07/15/24	07/15/24	07/15/24	Matured	0.375%	0.409%	649,367
World Omni Auto Trust		07/15/24	10/15/26	07/15/24	Paydown	0.810%	0.810%	6,036
GM Finacial Consumer Auto Receivables Trust		07/16/24	09/16/26	07/16/24	Paydown	0.680%	0.680%	4,458
GM Finacial Consumer Auto Receivables Trust		07/16/24	06/16/25	07/16/24	Paydown	0.480%	0.480%	4,358
Honda Auto Receivable Owners Trust		07/18/24	11/18/25	07/18/24	Paydown	0.410%	0.410%	4,888
Honda Auto Receivable Owners Trust		07/22/24	01/21/26	07/21/24	Paydown	0.880%	0.880%	5,499
Volkswagen Auto Loan Enhanced Trust		07/22/24	06/22/26	07/20/24	Paydown	1.020%	1.020%	7,099
Capital One Prime Asset Receivables Trust		08/15/24	09/15/26	08/15/24	Paydown	0.770%	0.770%	5,464
Carmax Auto Owner Trust		08/15/24	06/15/26	08/15/24	Paydown	0.550%	0.550%	6,612
Carmax Auto Owner Trust		08/15/24	04/15/27	08/15/24	Paydown	3.970%	3.970%	10,991
Hyundai Auto Receivables Trust		08/15/24	01/15/26	08/15/24	Paydown	0.380%	0.380%	7,708
Hyundai Auto Receivables Trust		08/15/24	05/15/26	08/15/24	Paydown	0.740%	0.740%	4,728
Mercedes Benz Auto Receivables Trust		08/15/24	08/16/27	08/15/24	Paydown	5.210%	5.210%	21,615
Mercedes Benz Auto Receivables Trust		08/15/24	06/15/26	08/15/24	Paydown	0.460%	0.460%	7,761
Nissan Auto Receivable Owners Trust		08/15/24	05/17/27	08/15/24	Paydown	4.460%	4.460%	4,412
Toyota Auto Receivables Owner Trust		08/15/24	09/15/26	08/15/24	Paydown	2.930%	2.930%	4,762
Toyota Auto Receivables Owner Trust		08/15/24	06/15/26	08/15/24	Paydown	1.230%	1.230%	8,477
US Treasury Notes		08/15/24	08/15/24	08/15/24	Matured	0.375%	0.410%	1,198,922
World Omni Auto Trust		08/15/24	10/15/26	08/15/24	Paydown	0.810%	0.810%	6,911
GM Finacial Consumer Auto Receivables Trust		08/16/24	09/16/26	08/16/24	Paydown	0.680%	0.680%	4,533
GM Finacial Consumer Auto Receivables Trust		08/16/24	06/16/26	08/16/24	Paydown	0.480%	48.000%	4,366
Honda Auto Receivable Owners Trust		08/19/24	11/18/25	08/18/24	Paydown	0.410%	0.410%	5,143
Volkswagen Auto Loan Enhanced Trust		08/20/24	06/22/26	08/20/24	Paydown	1.020%	1.020%	7,783
Honda Auto Receivable Owners Trust		08/21/24	01/21/26	08/21/24	Paydown	0.880%	0.880%	5,695
Walt Disney Company Notes		08/30/24	08/30/24	08/30/24	Matured	1.750%	1.836%	273,878
US Treasury Notes		09/03/24	08/31/24	08/31/24	Matured	1.250%	5.230%	3,436,031
John Deere Medium Term Notes		09/10/24	09/10/24	09/10/24	Matured	0.625%	0.650%	89,942
Toyota Motor Credit Med Term Note		09/13/24	09/13/24	09/13/24	Matured	0.625%	2.770%	522,550
Caterpillar Financial Medium Term Notes		09/13/24	09/13/24	09/13/24	Matured	0.600%	0.650%	224,694

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
Mercedes Benz Auto Receivables Trust		09/15/24	08/16/27	09/15/24	Paydown	5.210%	5.210%	21,303
Capital One Prime Asset Receivables Trust		09/16/24	09/15/26	09/15/24	Paydown	0.770%	0.770%	5,391
Carmax Auto Owner Trust		09/16/24	06/15/26	09/15/24	Paydown	0.550%	0.550%	6,683
Carmax Auto Owner Trust		09/16/24	04/15/27	09/15/24	Paydown	3.970%	3.970%	11,707
Discover Card Execution Note Trust		09/16/24	09/15/26	09/16/24	Call	0.580%	0.580%	249,946
GM Finacial Consumer Auto Receivables Trust		09/16/24	09/16/26	09/16/24	Paydown	0.680%	0.680%	4,343
GM Finacial Consumer Auto Receivables Trust		09/16/24	06/16/26	09/16/24	Paydown	0.480%	0.480%	4,149
Hyundai Auto Receivables Trust		09/16/24	01/15/26	09/15/24	Paydown	0.380%	0.380%	7,761
Hyundai Auto Receivables Trust		09/16/24	05/15/26	09/15/24	Paydown	0.740%	0.740%	4,795
Mercedes Benz Auto Receivables Trust		09/16/24	06/15/26	09/15/24	Paydown	0.460%	0.460%	7,208
Nissan Auto Receivable Owners Trust		09/16/24	05/17/27	09/15/24	Paydown	4.460%	4.460%	10,384
Toyota Auto Receivables Owner Trust		09/16/24	09/15/26	09/15/24	Paydown	2.930%	2.930%	4,537
Toyota Auto Receivables Owner Trust		09/16/24	06/15/26	09/15/24	Paydown	1.230%	1.230%	8,226
World Omni Auto Trust		09/16/24	10/15/26	09/15/24	Paydown	0.810%	0.810%	6,235
Honda Auto Receivable Owners Trust		09/18/24	11/18/25	09/18/24	Paydown	0.410%	0.410%	5,053
Volkswagen Auto Loan Enhanced Trust		09/20/24	06/22/26	09/20/24	Paydown	1.020%	1.020%	7,120
Honda Auto Receivable Owners Trust		09/23/24	01/21/26	09/21/24	Paydown	0.880%	0.880%	5,444
Inter America Bank Medium Term Note		09/23/24	09/23/24	09/23/24	Matured	0.500%	0.520%	584,567
US Treasury Notes		09/30/24	09/30/24	09/30/24	Matured	1.500%	0.474%	154,764
Total Sales/Redemptions								8,484,687
PURCHASES								
US Treasury Notes	HSBC Securities, Inc	07/03/24	06/30/28	07/02/24	Buy	1.250%	0.800%*	773,179
US Treasury Notes	BofA Securities, Inc	07/15/24	07/15/25	07/10/24	Buy	3.000%	5.000%	755,174
State Street Corporate Notes	HSBC Securities, Inc	08/20/24	02/20/29	08/14/24	Buy	4.530%	4.309%*	375,000
US Treasury Notes	HSBC Securities, Inc	09/06/24	06/30/28	09/05/24	Buy	1.250%	0.800%*	2,982,256
Citibank NA Senior Notes	Morgan Stanley & Co LLC	09/13/24	08/06/26	09/11/24	Buy	4.929%	4.169%	780,611
National Rural Medium Term Note	Barclays Capital, Inc	09/16/24	06/15/29	09/09/24	Buy	5.150%	4.368%*	285,797
National Rural Medium Term Note	Mizuho Securities USA	09/16/24	06/15/29	09/09/24	Buy	5.150%	4.368%*	181,780
US Treasury Notes	Nomura Securities International Inc	09/30/24	06/30/29	09/26/24	Buy	3.250%	3.576%	197,165
Total Purchases								\$ 6,330,960

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brent Slade, Police Commander

Summary

Subject: Purchase ProQA EMS Interface software

Recommendation: Adopt a Resolution:

A. Authorize the Police Chief to execute sole source Professional Services Agreements totaling \$18,951.06 with Motorola Solutions and Software One for the purchase of the maintenance and programming package for the Medical Priority Dispatch System (MPDS), ProQA, with the finding that it is in the best interest of the City

B. Authorize the Finance Director to make a supplemental budget appropriation in the amount of \$18,951.06 from account 2250-62701 to cover the cost of the interface software from Motorola Solutions and additional server licenses from Software One for the Medical Priority Dispatch system, ProQA

Fiscal Impact: \$18,951.06 for the ProQA interface software and additional server licenses for the Medical Priority Dispatch System, ProQa - Account 2250-62701 (Traffic and Safety)

Purpose:

To purchase the maintenance and programming package for the Medical Priority Dispatch System (MPDS), ProQA, for the Yuba City Dispatch Center as well as additional server licenses.

Council's Strategic Goal:

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

Background:

In August 2024 the City Council approved the purchase of the Medical Priority Dispatch System, ProQA. However, it was later determined that in order to interface ProQA with Spillman, a ProQA EMS Interface software and additional server licenses would need to be purchased.

Analysis:

In a fully implemented EMD system, also known as a Medical Priority Dispatch System (MPDS), EMD is interfaced with the computer-aided dispatch (CAD) system so that once the initial vital questions are asked, the software gives a determinant of the level of response required - from the highest priority - ECHO - down through DELTA, CHARLIE, BRAVO, and finally the lowest priority - ALPHA. Adopting a structured protocol EMD call-taking system has many benefits including:

- Streamlines and accelerates training, provides consistency and standards, reduces risk and cost, and improves performance.
- Increases the quality and priority of information transfer gathered and relayed to responders.
- Accurately and consistently prioritizes events based on information that is gathered in a manner
- That addresses the most critical and scene safety/life-threatening information first.
- Records medical-aid calls based on acuity.
- It allows YCFD staff to analyze call data for opportunities to make operational improvements.
- Provides Bi-County Ambulance, the pre-hospital care ambulance provider within Yuba City and Sutter County, data to deploy the appropriate level of response - Advanced Life Support, Basic Life Support, Code 2 or 3, or even non-emergency referrals.

Staff recommends purchasing the ProQA EMS Interface software from Motorola Solutions in the amount of \$17,751.06 and additional server licenses from Software One in an amount not to exceed \$1,200 in order for the program to seamlessly interface with the Spillman CAD system.

Fiscal Impact:

\$18,951.06 for the ProQA interface software and additional server licenses for the Medical Priority Dispatch System, ProQa. Funding is available in account 2250-62701 (Traffic and Safety).

Alternatives:

1. Reject the proposal
2. Find an alternate source to interface ProQA with Spillman

Recommendation:

Adopt a Resolution:

A. Authorize the Police Chief to execute a sole source Professional Services Agreements totaling \$18,951.06 with Motorola Solutions and Software One for the purchase of the maintenance and programming package for the Medical Priority Dispatch System (MPDS), ProQA, with the finding that it is in the best interest of the City.

B. Authorize the Finance Director to make a supplemental budget appropriation in the amount of \$18,951.06 from account 2250-62701 to cover the cost of the interface software from Motorola Solutions and additional server licenses from Software One for the Medical Priority Dispatch system, ProQA.

Attachments:

1. RESOLUTION
2. EMS INTERFACE QUOTE

Prepared By:
Brent Slade

Submitted By:
Diana Langley

Police Commander

City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF THE PROQA EMS INTERFACE
SOFTWARE AND MAINTAINANCE AS WELL AS ADDITIONAL SERVER
LICENSES IN THE AMOUNT OF \$18,951.06, WITH THE FINDING THAT IT IS
IN THE BEST INTEREST OF THE CITY**

WHEREAS, Emergency Medical Dispatch (EMD) is a system of categorizing and prioritizing emergency calls to help assess the severity of the medical incident and determine what resources need to be dispatched; and

WHEREAS, the Yuba City Dispatch Center utilizes an EMD consisting of card sets manufactured by Priority Dispatch that are no longer supported; and

WHEREAS, the Yuba City Fire Department responds to a variety of calls throughout the year, of which a large percentage are medical-aid calls; and

WHEREAS, a fully implemented EMD system, also known as a Medical Priority Dispatch System (MPDS), would provide the ability to determine the level of response required for medical aid calls; and

WHEREAS, Motorola Solutions of Chicago, IL is a recognized industry vendor for the interface software for the MPDS system; and

WHEREAS, Software One is a recognized industry vendor for the server licenses that will be utilized to operate the MPDS system; and

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

WHEREAS, the City desires to authorize the sole source purchase of the interface software and server for the MPDS (ProQA).

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

1. The City Council of Yuba City finds that all the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council of Yuba City hereby awards the sole source contract to Motorola Solutions for the purchase of interface software in the amount of \$17,751.06. This award is based on Motorola Solutions' unique capability as the exclusive provider of the required software, ensuring seamless integration with existing systems and consistent support for current and future technological upgrades. The City Council of Yuba City finds that this sole source procurement is in the best interest of the city to maintain operational efficiency and uphold reliable public safety communications. As such, the City Council authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.

3. The City Council of Yuba City hereby awards the sole source purchase to Software One for the purchase of additional server licenses for the ProQA software interface in the amount not to exceed \$1,200.00. The City Council of Yuba City finds that this sole source procurement is in the best interest of the city to ensure compatibility with existing systems and to support operational continuity. As such, the City Council authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.
4. The City Council authorizes the Police Chief to execute sole source professional services agreements totaling \$18,951.06 with Motorola Solutions and Software One for the purchase and maintenance and programming package for the Medical Priority Dispatch system, ProQA.
5. The City Council authorizes the Finance Director to make a supplemental budget appropriation from the Traffic and Safety fund in the amount of \$18,951.06.
6. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of November 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

Quote and Purchase Addendum

Quoted Date:	September 25, 2024	Quote Number:	1378657
Quote Expiration:	March 15, 2025	Prepared By:	Tally Gochis

Services Include

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert staff as needed to ensure a smooth upgrade transition.

Included in Quote

ProQA EMS Interface

Package Quote
\$17,751.06

***Sales Tax Not Included**

Summary

The Flex ProQA interface allows a call taker/dispatcher to start a ProQA case from a Flex CAD call. Information gathered by ProQA is passed back to Flex and placed in the CAD call comments. In addition, the determinant code is captured within Flex and can be used to determine response in both recommended units and response plans.

Support & Maintenance Years 2-5

- Future maintenance is estimated for your planning purposes and is not included in the first year purchase amount.
- 2nd-year maintenance will begin 12 months from production implementation.

Year 2 Support & Maintenance Total (Due 12 months after implementation)	\$2,051
Year 3 Support & Maintenance Total (Due 24 months after implementation)	\$2,051
Year 4 Support & Maintenance Total (Due 36 months after implementation)	\$2,051
Year 5 Support & Maintenance Total (Due 48 months after implementation)	\$2,051
Total Years 2-5 Support & Maintenance	\$8,204

5 Year Total: \$25,955.06

Payment Terms

- \$17,751.06 First year payment amount due net 30 upon receiving invoice after project completion
- Customer agrees to pay all invoices within thirty (30) business days of invoice date

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

Yuba City Police Department
Customer Name

Authorized Signature

Date

Print Name and Title

Bill To Address

Ship To Address

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Personnel Classification Changes - Fiscal Year 24/25

Recommendation: A. Adopt a Resolution:

1. Approving side letters with the Mid-Managers and First Level Managers bargaining units to modify their represented classifications to accommodate two (2) classifications approved by Council in the Fiscal Year 24/25 operating budget for the Public Works Department
2. Approving a side letter with the Yuba City Police Officers' Association bargaining unit to modify their represented classifications to accommodate two (2) requested classifications for the Police Department
3. Authorizing the Finance Director to amend the salary schedule to establish new classifications and alter existing classifications to reflect the personnel changes approved by Council
4. Reclassifying the incumbent Development Liaison, Public Works Administrative Analyst II, and Police Department employees impacted by the approved reclassifications

B. Authorize the Finance Director to make supplemental appropriations and related transfers in the amount of \$4,443 from Account No. 2140-61210 to Account No. 2120-61210 and in the amount of \$6,678 from Account No. 2140-61210 to Account No. 2155-61210 (Police Department Salary & Benefits) to fund the two (2) reclassifications

Fiscal Impact: \$11,121 – Police Department Salary & Benefits
No additional funding required for Public Works Department classifications

Purpose:

To approve the amendments to the salary schedule, side letters, and reclassifications necessary to implement personnel changes identified by the Gallagher study and/or FY 24/25 budget.

Council's Strategic Goal:

This item addresses the City Council's Strategic Goals of *Public Safety*, *Infrastructure*, and *Fiscal Responsibility* by providing the classification and compensation options necessary to effectively recruit and retain quality employees in key positions responsible for the growth and maintenance of the City's

vital services.

Background:

As part of the recent annual budget process, the Public Works and Development Service Departments evaluated the staffing required to meet organizational structure and public service needs for Fiscal Year 24/25 and made several personnel change requests. City Council approved these personnel change requests as part of the Fiscal Year 24/25 operating budget adoption on June 18, 2024.

Some of the changes approved require additional Council action to establish the new classifications and the corresponding amendments to the salary schedule, as well as to address incumbent employees impacted by these requests. A high-level summary of the changes addressed in this item is shown in Figure A, with additional detail provided in the Analysis section below:

Figure A:

Fiscal Year 24/25 Public Works Department Personnel Changes				
Request #	New Position	Existing Position	Approved Budget Request	Report Recommendations
1	Development Manager	Development Liaison	Reclassify position to new classification	• Establish new MM classification • Reclassify existing incumbent
2	Public Works Administrative Manager	Administrative Assistant (Vacant)	Reclassify position to new classification	• Establish new MM classification • Reclassify exmployee to underfill the position

Additionally, recent organizational review by the City's classification and compensation study consultant, Gallagher, identified two (2) civilian positions in the Police Department that were recommended for reclassification based on the services provided and duties required to better meet the Department's needs. The Police Department recommends that these positions and incumbent employees be reclassified at this time in order to provide needed public safety support services.

These changes require Council action to modify the current Fiscal Year 24/25 Police operating budget, establish the new classifications in the salary schedule, and address incumbent employees. A high-level summary of the changes addressed in this item for Police is shown in Figure B, with additional detail provided in the Analysis section below:

Figure B:

Fiscal Year 24/25 Police Department Personnel Changes				
Request #	New Position	Existing Position	Modified Budget Request	Report Recommendations
3	Crime Analyst	Community Services Officer - Lead	Reclassify position to new classification	• Move classification from FLM to POA • Modify salary schedule • Reclassify existing incumbent
4	Executive Assistant to the Police Chief	Administrative Assistant	Reclassify position to new classification	• Rename POA classification • Modify salary schedule • Reclassify existing incumbent

Analysis:

The Departments recommend the following four (4) classification changes, as proposed below, with recommended classification and salary schedule changes be effective at the start of the next pay period, November 30, 2024.

Staff has met and conferred with all affected bargaining units, the Mid-Managers, First Level Managers, and Yuba City Police Officers' Association (POA), on the new classifications and salary schedule. Representatives from the units have executed side letters to their Memoranda of Understanding (MOU) amending the represented positions as described herein.

Request 1. Development Manager:

The City's Development Liaison classification is a single-position First Level Manager responsible for supporting businesses and developers through the planning process and serving as the City's representative in partnerships with local businesses and regional government organizations. Over the last two years, the position has grown to include more economic development duties and has increased in independence and responsibility. Therefore, the Department recommended through the budget that the position be reclassified to a Development Manager, a single-position Mid-Manager classification.

In order to expeditiously implement the approved request, staff recommends establishing the salary schedule and reclassifying the incumbent Development Liaison to the Development Manager position. Management has determined that the incumbent meets the minimum qualifications and satisfactory performance to recommend this reclassification. The recommended salary schedule is set 10% above the Senior Planner Mid-Manager classification, due to its ties to the Planning Division with unique responsibilities and duties.

Request 2. Underfill Public Works Administrative Manager – Administrative Analyst III:

Public Works management and support staff are responsible for the fiscal, safety, and programmatic needs of 11 operating divisions. Responsibilities include management of the revenue, operating, and Capital Improvement Program (CIP) budgets across four (4) primary funding sources (General, Roads, Water Enterprise, and Wastewater Enterprise) and grant funds, as well as development and administration of the necessary policies and programs, long-range planning, and regulations required for the safe operation of Citywide public infrastructure, including three (3) industrial facilities.

In order to improve the overall administration of the Public Works Department and form a standardized work unit of analytical and administrative support staff, Public Works recommended the reclassification of the vacant Administrative Assistant position to a single-position Mid-Manager classification to lead the Public Works Administration team.

To help fill the needed role while further analysis is provided with the consultant job classification and compensation study, the department recommends underfilling the position by reclassifying an incumbent Administrative Analyst II to an Administrative Analyst III. Management has determined that the incumbent meets the minimum qualifications and satisfactory performance to recommend this reclassification.

Request 3. Crime Analyst:

The Community Service Officer – Lead position fills multiple roles in the Police Department, including identifying crime trends in the community and processing statistical information necessary for federal and state reporting requirements. During the ongoing classification study, Gallagher recommended the position be reclassified, as the majority of the incumbent's current duties are more closely associated with the industry classification of Crime Analyst. The City has an unused Crime Analyst classification in the FLM bargaining unit, which needs to be updated and moved to the POA unit to fulfill this identified need.

In order to implement the consultant recommendation, Police recommends establishing the modified salary schedule and reclassifying the incumbent Community Services Officer – Lead to the Crime Analyst position. Management has determined that the incumbent meets the minimum qualifications and satisfactory performance to recommend this reclassification. The Human Resources Department utilized a consultant to conduct a salary survey and develop the proposed salary schedule for this modified position.

Request 4. Executive Assistant to the Police Chief:

The Administrative Assistant position serves as the primary administrative support for the Police Chief, providing a wide scope of services for the Department. During the ongoing classification study, Gallagher recommended that the position be reclassified to an Executive Assistant to the Police Chief based on the level of responsibility, complexity of assignments, and industry standards.

In order to implement the approved request, Police recommends establishing the salary schedule and reclassifying the incumbent Administrative Assistant to the Executive Assistant to the Police Chief position. Management has determined that the incumbent meets the minimum qualifications and satisfactory performance to recommend this reclassification. The recommended salary schedule is set to match the Executive Assistant to the City Manager due to the similar duties with department-focused responsibilities.

Fiscal Impact:

Sufficient funding for the Development Manager and Administrative Analyst III positions was budgeted in the Fiscal Year 24/25 operating budget adopted on June 18, 2024, proportionately shared across general, road, water, and wastewater funds as appropriate.

The total additional cost for the two (2) Police Department reclassified positions is \$11,121, \$6,6678 for the Crime Analyst and \$4,443 for the Executive Assistant to the Police Chief. There are sufficient salary savings in the Police Department operating division budgets due to staff vacancies to fund these modified positions for Fiscal Year 24/25.

Alternatives:

Provide staff with alternative direction regarding the recommended salary schedules or recruitment and reclassification options. This will delay implementation of the expanded scope of services provided by these roles.

Recommendation:

A. Adopt a Resolution:

1. Approving side letters with the Mid-Managers and First Level Managers bargaining units to modify their represented classifications to accommodate two (2) classifications approved by Council in the Fiscal Year 24/25 operating budget for the Public Works Department.
2. Approving a side letter with the Yuba City Police Officers' Association bargaining unit to modify their represented classifications to accommodate two (2) requested classifications for the Police Department.
3. Authorizing the Finance Director to amend the salary schedule to establish new classifications and alter existing classifications to reflect the personnel changes approved by Council.
4. Reclassifying the incumbent Development Liaison, Public Works Administrative Analyst II, and Police Department employees impacted by the approved reclassifications.

B. Authorize the Finance Director to make supplemental appropriations and related transfers in the amount of \$4,443 from Account No. 2140-61210 to Account No. 2120-61210 and in the amount of \$6,678 from Account No. 2140-61210 to Account No. 2155-61210 (Police Department Salary & Benefits) to fund the two (2) reclassifications.

Attachments:

1. Resolution - FY 24-25 New Classifications_bkm
2. FY 24-25 New Classifications - Salary Schedule Amendments_bkm
3. POA Side Letter - FY 24-25 New Classifications
4. FLM Side Letter - FY 24-25 New Classifications
5. MM Side Letter - FY 24-25 New Classifications
6. 113024 Bargaining Unit Salary Schedules

Prepared By:

Benjamin K. Moody
Public Works and Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 24-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
BARGAINING UNIT SIDE LETTERS TO AMEND THEIR REPRESENTED
CLASSIFICATIONS, AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE SALARY
SCHEDULE, AND RECLASSIFYING IMPACTED INCUMBENT EMPLOYEES TO REFLECT
FY 24/25 PERSONNEL CHANGES**

WHEREAS, the Public Works and Development Service Departments identified the need to modify and expand organizational services and structure and increase recruitment, retention, and employee development as part of the Fiscal Year 2024/2025 budget submission cycle; and

WHEREAS, on June 18, 2024, the City Council approved the personnel requests from Public Works and Development Services to reclassify or add positions in order to meet these needs, including the classifications of Development Manager and Public Works Administrative Manager; and

WHEREAS, during the recent organizational review, the City's consultant, identified the need to reclassify two (2) existing civilian positions in the Police Department in order to deliver service needs and reflect work assignments: reclassify the Community Services Officer – Lead to a Crime Analyst and reclassify the Administrative Assistant to an Executive Assistant to the Police Chief; and

WHEREAS, these personnel changes include new or modified classifications, which will require the amendment of the existing salary schedule and the reclassification of any incumbent employees in those budgeted positions to the appropriate new classification; and

WHEREAS, the City has evaluated staff's requests, as outlined below, and has determined them to be appropriate; and

WHEREAS, the Mid-Managers, First Level Managers, and Yuba City Police Officers' Association (POA) bargaining units have agreed to modify the represented classifications in their Memoranda of Understanding in accordance with these requests.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

SECTION I. Unit Modifications.

- A. The classification of Development Manager will be established and added to the Mid-Managers bargaining unit, and the classification of Development Liaison will be deleted from the First Level Managers bargaining unit.
- B. The classification of Public Works Administrative Manager will be established and added to the Mid-Managers bargaining unit.
- C. The classification of Crime Analyst will be removed from the First Level Managers bargaining unit and added to the POA bargaining unit.
- D. The classification of Executive Assistant to the Police Chief will be established and added to the POA bargaining unit, and the Administrative Assistant will be deleted from

the POA bargaining unit.

- E. The classifications added or altered will be governed by the terms of the Memorandum of Understanding applicable to the specified bargaining unit.

SECTION II. Salary Schedule Amendments.

The modifications of the City's salary schedule as enumerated in Exhibit 1A are approved to reflect the organizational changes and new or updated job classifications and are incorporated herein by reference. The amendments to the salary schedule described in Exhibit 1A are summarized as follows:

FIRST LEVEL MANAGERS BARGAINING UNIT SALARY SCHEDULE:

- REQUEST 3. CRIME ANALYST
 - DELETE: CRIME ANALYST
- REQUEST 1. DEVELOPMENT MANAGER
 - DELETE: DEVELOPMENT LIAISON

MID-MANAGERS BARGAINING UNIT SALARY SCHEDULE:

- REQUEST 1. DEVELOPMENT MANAGER
 - ADD: DEVELOPMENT MANAGER

YUBA CITY POLICE OFFICERS' ASSOCIATION SALARY SCHEDULE:

- REQUEST 3. CRIME ANALYST
 - ADD: CRIME ANALYST
- REQUEST 4. EXECUTIVE ASSISTANT TO THE POLICE CHIEF
 - TITLE CHANGE: FROM ADMINISTRATIVE ASSISTANT TO EXECUTIVE ASSISTANT TO THE POLICE CHIEF

SECTION III. Reclassification.

The incumbent employee in the Development Liaison position shall be reclassified to the Development Manager classification adopted herein, based on the adopted Fiscal Year 24/25 operating budget and the qualifications of the incumbent.

The Public Works Administrative Analyst II shall be reclassified to an Administrative Analyst III classification, underfilling the new Public Works Administrative Manager classification adopted herein, based on the adopted Fiscal Year 24/25 operating budget and the qualifications of the incumbent.

The incumbent employees in the following positions shall be reclassified in accordance with the updated classifications adopted herein, the Police Department operating budget modifications authorized by this Resolution, and the qualifications of the incumbents, as follows:

- A. The Community Service Officer – Lead is reclassified to a Crime Analyst.
- B. The Administrative Assistant is reclassified to an Executive Assistant to the Police Chief.

SECTION IV. Authorization.

The above modifications shall become effective with the payroll period beginning November 30, 2024.

The Finance Director is hereby authorized to amend the salary schedule and budget to reflect the adjustments, establish the salary steps, and make any necessary supplemental appropriations required.

SECTION V. Bargaining Unit Side Letters.

The attached side letters amending the Memoranda of Understanding between the City and the Mid-Managers (Exhibit 1B), the City and the First Level Managers (Exhibit 1C), and the City and POA (Exhibit 1D) are hereby approved and are incorporated herein by reference.

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 19th day of November, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Salary Schedule Amendments
- B. Side Letter with Mid-Managers

- C. Side Letter with First Level Managers
- D. Side Letter with Police Officers' Association
- E. Salary Schedule (Effective November 30, 2024)

Exhibit 1A: Fiscal Year 24/25 New Classifications - Salary Schedule Amendments

FIRST LEVEL MANAGERS BARGAINING UNIT

REQUEST 3. CRIME ANALYST:

DELETE:

6044	CRIME ANALYST	FLM	4,706	4,941	5,188	5,447	5,720	Monthly				
			27.15	28.51	29.93	31.43	33.00	Hourly				
6444	CRIME ANALYST	FLM	4,706	4,824	4,941	5,065	5,188	5,318	5,447	5,583	5,720	Monthly
			27.15	27.83	28.51	29.22	29.93	30.68	31.43	32.21	33.00	Hourly

REQUEST 1. DEVELOPMENT MANAGER:

DELETE:

6215	DEVELOPMENT LIAISON	FLM	6,950	7,298	7,663	8,046	10,178	Monthly				
			40.10	42.10	44.21	46.42	58.72	Hourly				
6515	DEVELOPMENT LIAISON	FLM	6,950	7,124	7,298	7,481	7,663	7,855	8,046	8,247	8,448	Monthly
			40.10	41.10	42.10	43.16	44.21	45.32	46.42	47.58	48.74	Hourly

MID-MANAGERS BARGAINING UNIT

REQUEST 1. DEVELOPMENT MANAGER:

ADD:

7025*	DEVELOPMENT MANAGER	MM	8,372	8,791	9,231	9,693	10,178	Monthly				
			48.30	50.72	53.26	55.92	58.72	Hourly				
7425*	DEVELOPMENT MANAGER	MM	8,372	8,582	8,791	9,011	9,231	9,462	9,693	9,936	10,178	Monthly
			48.30	49.51	50.72	51.99	53.26	54.59	55.92	57.32	58.72	Hourly

YUBA CITY POLICE OFFICERS' ASSOCIATION

REQUEST 3. CRIME ANALYST:

ADD:

JCN	CRIME ANALYST	PD	6,086	6,390	6,710	7,045	7,397	Monthly				
			35.11	36.87	38.71	40.64	42.68	Hourly				
JCN	CRIME ANALYST	PD	6,086	6,238	6,390	6,550	6,710	6,878	7,045	7,221	7,397	Monthly
			35.11	35.99	36.87	37.79	38.71	39.68	40.64	41.66	42.68	Hourly

REQUEST 4. EXECUTIVE ASSISTANT TO THE POLICE CHIEF :

TITLE CHANGE - FROM:

2005	ADMINISTRATIVE ASSISTANT	PD	4,621	4,852	5,095	5,350	5,618	Monthly				
			26.66	27.99	29.39	30.87	32.41	Hourly				
2405	ADMINISTRATIVE ASSISTANT	PD	4,621	4,737	4,852	4,974	5,095	5,223	5,350	5,484	5,618	Monthly
			26.66	27.33	27.99	28.70	29.39	30.13	30.87	31.64	32.41	Hourly

TITLE CHANGE - TO:

2005	EXECUTIVE ASSISTANT TO THE POLICE CHIEF	PD	5,383	5,652	5,935	6,232	6,544	Monthly				
			31.06	32.61	34.24	35.95	37.75	Hourly				
2405	EXECUTIVE ASSISTANT TO THE POLICE CHIEF	PD	5,383	5,518	5,652	5,794	5,935	6,084	6,232	6,388	6,544	Monthly
			31.06	31.83	32.61	33.43	34.24	35.10	35.95	36.85	37.75	Hourly

EXHIBIT 1D

The City of Yuba City and the Yuba City Police Officers' Association
Side Letter of Agreement to the
July 1, 2023 – June 26, 2026 MOU

The City of Yuba City ("City") and the Yuba City Police Officers' Association ("POA") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 26, 2026, as set forth below.

The purpose of this Side Letter is to amend the classifications represented by POA in Appendix B to the MOU, as indicated in red (attached). Subject to approval by the City Council, these amendments are:

- The Crime Analyst classification will be moved from the First Level Managers bargaining unit to the Police Officers' Association bargaining unit
- The Administrative Assistant classification will be renamed the Executive Assistant to the Police Chief

The new compensation levels for the Crime Analyst classification and the Executive Assistant classification are depicted in the proposed salary schedule included in the Staff Report dated November 19, 2024 that will go to City Council for approval at the time of the recommendation for all the changes described above. The parties further acknowledge that the issue of these newly established salaries can be raised by either party and discussed further as part of the upcoming bargaining cycle beginning no later than the end of January 2025.

All other provisions of the MOU between the City and POA shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley
City Manager

Date: Nov 13, 2024

POLICE OFFICERS' ASSOCIATION

Timothy K. Talbot
Timothy K. Talbot (Nov 13, 2024 08:43 PST)

Timothy K. Talbot
Rains Lucia Stern

Joseph Swallow
Joseph Swallow (Nov 13, 2024 08:46 PST)

Joseph Swallow
President

Appendix “B” – Recognition

~~Administrative Assistant~~

Community Policing Coordinator

Community Service Officer

Community Service Officer, Lead

Crime Analyst

Executive Assistant to the Police Chief

Field Service Technician

Police Officer

Police Records Clerk

Police Records Clerk, Lead

Police Recruit

Police Services Analyst

Public Safety Dispatcher I

Public Safety Dispatcher II

Public Safety Dispatcher III

EXHIBIT 1C

The City of Yuba City and the First Level Managers
Side Letter of Agreement to the
July 1, 2023 – June 25, 2027 MOU

The City of Yuba City ("City") and the First Level Managers ("FLM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

The purpose of this Side Letter is to amend the classifications represented by FLM in Appendix A to the MOU, as indicated in red (attached). Subject to approval by the City Council, these amendments are:

- The Crime Analyst classification will be moved from the First Level Managers bargaining unit to the Police Officers Association bargaining unit
- The Development Liaison classification will be deleted

All other provisions of the MOU between the City and FLM shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley
City Manager

Benjamin K. Moody
Public Works/Development Services Director

Date: Nov 13, 2024

FIRST LEVEL MANAGERS



Laci Heggstrom
Representative


David Palmer (Nov 13, 2024 09:45 PST)

David Palmer
Representative

Appendix “A” – Represented Classifications

The First Level Managers represents the following classifications:

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

EXHIBIT 1B

The City of Yuba City and the Mid-Managers
Side Letter of Agreement to the
July 1, 2023 – June 30, 2027 MOU

The City of Yuba City ("City") and the Mid-Managers ("MM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 30, 2027, as set forth below.

The purpose of this Side Letter is to amend the classifications represented by MM in Appendix A to the MOU, as indicated in red (attached). Subject to approval by the City Council, these amendments are:

- The Development Manager classification will be added
- The Public Works Administrative Manager classification will be added

The new compensation level for the Development Manager classification is depicted in the proposed salary schedule included in the Staff Report dated November 19, 2024 that will go to City Council for approval at the time of the recommendation for all the changes described above. The parties further acknowledge that the issue of these newly established salaries can be raised by either party and discussed further as part of the upcoming bargaining cycle beginning no later than the end of January 2025.

All other provisions of the MOU between the City and MM shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley
City Manager

Benjamin K. Moody
Public Works/Development Services Director

Date: **Nov 13, 2024** _____

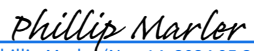
MID-MANAGERS



[Ciara Wakefield \(Nov 13, 2024 15:35 PST\)](#)
Ciara Wakefield
Representative



[Katherine Willis \(Nov 13, 2024 16:03 PST\)](#)
Katherine Willis
Representative



[Phillip Marler \(Nov 14, 2024 05:34 PST\)](#)
Phillip Marler
Representative

Appendix “A” – Represented Classifications

The Mid-Managers Unit represents the following classifications:

Accounting Manager
Administrative Analyst III
Animal Services Manager
Chief Building Official
City Clerk Administrator
Deputy Director of Development Services
Deputy Public Works Director – Engineering
Deputy Public Works Director – Maintenance
Development Manager
Division Fire Chief
Engineer – Senior Civil
Environmental Compliance Manager
Information Security Administrator
Information Technology Manager
Park Maintenance Manager
Parks and Ground Superintendent
Planner – Senior
Planning Manager
Project Manager
Public Works Administrative Manager
Public Works Maintenance Superintendent
Recreation Manager

EXHIBIT 1E

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE NOVEMBER 30, 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	3,966	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		
4290	CODE ENFORCEMENT OFFICER I	PEU, Local 1	4,889	5,133	5,390	5,659	5,942		Monthly		
			28.21	29.61	31.10	32.65	34.28		Hourly		
4285	CODE ENFORCEMENT OFFICER II	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	24.58	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

4219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	4,318	4,534	4,761	4,999	5,249	Monthly
			24.91	26.16	27.47	28.84	30.28	Hourly
4220	FLEET MAINTENANCE MECHANIC II	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	FLEET MAINTENANCE MECHANIC-SENIOR	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
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
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
4120	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 2.25% 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 Differentia

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 NOVEMBER 30, 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
5290	CODE ENFORCEMENT OFFICER I	PEU, Local 1	4,889	5,011	5,133	5,262	5,390	5,525	5,659	5,801	5,942	Monthly
			28.21	28.91	29.61	30.36	31.10	31.88	32.65	33.47	34.28	Hourly

5285	CODE ENFORCEMENT OFFICER II	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
5219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	4,318	4,426	4,534	4,648	4,761	4,880	4,999	5,124	5,249	Monthly
			24.91	25.53	26.15	26.82	27.41	28.15	28.81	29.56	30.24	Hourly
5220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	4,750	4,869	4,988	5,113	5,237	5,368	5,499	5,637	5,774	Monthly
			22.15	22.80	23.46	24.13	24.83	25.55	26.29	27.04	27.81	Hourly
5225	FLEET MAINTENANCE MECHANIC-SENIOR	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
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
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 2.25% 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
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE NOVEMBER 30, 2024

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6069	ACCOUNTANT II	FLM	6,394	6,714	7,050	7,403	7,773	Monthly
			36.89	38.73	40.67	42.71	44.84	Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	6,750	7,087	7,441	7,813	8,203	Monthly
			38.94	40.89	42.93	45.08	47.33	Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,294	5,559	5,837	6,129	Monthly
			29.09	30.54	32.07	33.68	35.36	Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	7,043	7,395	7,765	8,153	Monthly
			38.70	40.63	42.66	44.80	47.04	Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	6,528	6,854	7,197	7,557	7,936	Monthly
			37.66	39.54	41.52	43.60	45.79	Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,572	9,001	9,451	9,923	Monthly
			47.10	49.45	51.93	54.53	57.25	Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,537	8,964	9,412	9,883	Monthly
			46.90	49.25	51.72	54.30	57.02	Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,284	7,648	8,030	8,431	Monthly
			40.02	42.02	44.12	46.33	48.64	Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,354	6,672	7,006	7,357	Monthly
			34.91	36.66	38.49	40.42	42.44	Hourly
6064*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,508	7,883	8,277	8,689	Monthly
			41.25	43.32	45.48	47.75	50.13	Hourly
6142*	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864	8,257	8,670	9,103	9,558	Monthly
			45.37	47.64	50.02	52.52	55.14	Hourly

6085	LABORATORY SUPERVISOR	FLM	7,061	7,414	7,785	8,174	8,582	Monthly
			40.74	42.77	44.91	47.16	49.51	Hourly
6040	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6043	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6061	PLANNER-ASSOCIATE	FLM	6,619	6,950	7,298	7,663	8,046	Monthly
			38.19	40.10	42.10	44.21	46.42	Hourly
6065	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,917	9,363	9,831	10,324	Monthly
			48.99	51.44	54.02	56.72	59.56	Hourly
6030*	RECREATION SUPERVISOR I	FLM	5,794	6,084	6,388	6,707	7,042	Monthly
			33.43	35.10	36.85	38.69	40.63	Hourly
6045*	RECREATION SUPERVISOR II	FLM	6,373	6,692	7,027	7,378	7,746	Monthly
			36.77	38.61	40.54	42.57	44.69	Hourly
6046*	RECREATION SUPERVISOR III	FLM	7,011	7,362	7,730	8,116	8,522	Monthly
			40.45	42.47	44.60	46.82	49.17	Hourly
6210	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	7,157	7,515	7,891	8,285	Monthly
			39.32	41.29	43.36	45.53	47.80	Hourly
6096	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly
6111	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly
6041	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	8,116	8,522	8,948	9,396	Monthly
			44.60	46.82	49.17	51.62	54.21	Hourly
6160	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly
6110	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

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

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

MOU Article 14.7 - Shift Differential

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

MOU Article 14.1 - Water Certificate Pay

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

Certificate Pay

Employees in the Parks Division 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

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

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PS - Police Sergeant

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE NOVEMBER 30, 2024

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6469	ACCOUNTANT II	FLM	6,394	6,554	6,714	6,882	7,050	7,227	7,403	7,588	7,773	Monthly
			36.89	37.81	38.73	39.70	40.67	41.69	42.71	43.78	44.84	Hourly
6460	ADMINISTRATIVE ANALYST II	FLM	6,750	6,919	7,087	7,264	7,441	7,627	7,813	8,007	8,203	Monthly
			38.94	39.92	40.89	41.91	42.93	44.00	45.08	46.19	47.33	Hourly
6415	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,168	5,294	5,427	5,559	5,698	5,837	5,983	6,129	Monthly
			29.09	29.82	30.54	31.31	32.07	32.87	33.68	34.52	35.36	Hourly
6490	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	6,876	7,043	7,219	7,395	7,580	7,765	7,958	8,153	Monthly
			38.70	39.67	40.63	41.65	42.66	43.73	44.80	45.91	47.04	Hourly
6463	CUSTOMER SERVICE MANAGER	FLM	6,528	6,691	6,854	7,026	7,197	7,377	7,557	7,746	7,936	Monthly
			37.66	38.60	39.54	40.53	41.52	42.56	43.60	44.69	45.79	Hourly
6420	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,368	8,572	8,787	9,001	9,226	9,451	9,688	9,923	Monthly
			47.10	48.28	49.45	50.69	51.93	53.23	54.53	55.89	57.25	Hourly
6520	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,334	8,537	8,751	8,964	9,188	9,412	9,648	9,883	Monthly
			46.90	48.08	49.25	50.49	51.72	53.01	54.30	55.66	57.02	Hourly
6425	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,111	7,284	7,466	7,648	7,839	8,030	8,230	8,431	Monthly
			40.02	41.03	42.02	43.07	44.12	45.23	46.33	47.48	48.64	Hourly
6442	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6450	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,203	6,354	6,513	6,672	6,839	7,006	7,180	7,357	Monthly
			34.91	35.79	36.66	37.58	38.49	39.46	40.42	41.42	42.44	Hourly
6464*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,329	7,508	7,696	7,883	8,080	8,277	8,483	8,689	Monthly
			41.25	42.28	43.32	44.40	45.48	46.62	47.75	48.94	50.13	Hourly
6542	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864	8,061	8,257	8,464	8,670	8,887	9,103	9,331	9,558	Monthly
			45.37	46.51	47.64	48.83	50.02	51.27	52.52	53.83	55.14	Hourly

6485	LABORATORY SUPERVISOR	FLM	7,061	7,238	7,414	7,600	7,785	7,980	8,174	8,378	8,582	Monthly
			40.74	41.76	42.77	43.85	44.91	46.04	47.16	48.33	49.51	Hourly
6440	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6443	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,176	6,326	6,484	6,642	6,808	6,974	7,148	7,322	Monthly
			34.76	35.63	36.50	37.41	38.32	39.28	40.23	41.24	42.24	Hourly
6461	PLANNER-ASSOCIATE	FLM	6,619	6,785	6,950	7,124	7,298	7,481	7,663	7,854	8,046	Monthly
			38.19	39.14	40.10	41.10	42.10	43.16	44.21	45.31	46.42	Hourly
6465	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,705	8,917	9,140	9,363	9,597	9,831	10,076	10,324	Monthly
			48.99	50.22	51.44	52.73	54.02	55.37	56.72	58.13	59.56	Hourly
6430	RECREATION SUPERVISOR I	FLM	5,794	5,939	6,084	6,236	6,388	6,548	6,707	6,875	7,042	Monthly
			33.43	34.26	35.10	35.98	36.85	37.78	38.69	39.66	40.63	Hourly
6445	RECREATION SUPERVISOR II	FLM	6,373	6,533	6,692	6,860	7,027	7,203	7,378	7,562	7,746	Monthly
			36.77	37.69	38.61	39.58	40.54	41.56	42.57	43.63	44.69	Hourly
6446	RECREATION SUPERVISOR III	FLM	7,011	7,187	7,362	7,546	7,730	7,923	8,116	8,319	8,522	Monthly
			40.45	41.46	42.47	43.53	44.60	45.71	46.82	47.99	49.17	Hourly
6610	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	6,987	7,157	7,336	7,515	7,703	7,891	8,088	8,285	Monthly
			39.32	40.31	41.29	42.32	43.36	44.44	45.53	46.66	47.80	Hourly
6496	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6511	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly
6441	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	7,923	8,116	8,319	8,522	8,735	8,948	9,172	9,396	Monthly
			44.60	45.71	46.82	47.99	49.17	50.39	51.62	52.92	54.21	Hourly
6560	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	8,864	9,080	9,307	9,534	9,773	10,011	10,260	10,511	Monthly
			49.89	51.14	52.38	53.69	55.00	56.38	57.76	59.19	60.64	Hourly
6510	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,750	9,988	10,238	10,487	10,749	11,011	11,286	11,563	Monthly
			54.88	56.25	57.62	59.07	60.50	62.01	63.53	65.11	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

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

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

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

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

Certificate Pay

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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

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

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FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE NOVEMBER 30, 2024**

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7165* ACCOUNTING MANAGER	MM	10,041 57.93	10,543 60.83	11,070 63.87	11,624 67.06	12,205 70.42	Monthly Hourly
7070* ADMINISTRATIVE ANALYST III	MM	7,761 44.78	8,149 47.01	8,556 49.36	8,984 51.83	9,433 54.42	Monthly Hourly
7125* ANIMAL SERVICES MANAGER	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7112* CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,350 59.71	10,868 62.70	11,411 65.83	11,981 69.12	Monthly Hourly
7418* CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,906 57.15	10,401 60.01	10,921 63.01	11,467 66.16	Monthly Hourly
7185 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,298 65.18	11,863 68.44	12,456 71.86	13,079 75.46	13,733 79.23	Monthly Hourly
7175* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,863 68.44	12,456 71.86	13,079 75.46	13,733 79.23	Monthly Hourly
7195* DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388 54.16	9,857 56.87	10,350 59.71	10,867 62.69	11,411 65.83	Monthly Hourly
7160* DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989 57.63	10,488 60.51	11,012 63.53	11,563 66.71	12,141 70.05	Monthly Hourly
7025 DEVELOPMENT MANAGER	MM	8,372 48.30	8,791 50.72	9,231 53.26	9,693 55.92	10,178 58.72	Monthly Hourly
7110* DIVISION FIRE CHIEF	MM	11,720 67.62	12,306 71.00	12,921 74.54	13,567 78.27	14,245 82.18	Monthly Hourly
7120* ENGINEER - SENIOR	MM	9,350 53.94	9,818 56.64	10,309 59.48	10,824 62.45	11,366 65.57	Monthly Hourly
7200* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,534 55.00	10,011 57.76	10,512 60.65	11,037 63.68	Monthly Hourly
7205* INFORMATION SECURITY ADMINISTRATOR	MM	9,043 52.17	9,495 54.78	9,970 57.52	10,469 60.40	10,992 63.42	Monthly Hourly
7105* INFORMATION TECHNOLOGY MANAGER	MM	10,018 57.80	10,519 60.69	11,045 63.72	11,597 66.91	12,177 70.25	Monthly Hourly

7043*	PARK MAINTENANCE MANAGER	MM	6,928 39.97	7,274 41.97	7,638 44.07	8,020 46.27	8,421 48.58	Monthly Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7065*	PLANNER-SENIOR	MM	7,611 43.91	7,992 46.11	8,392 48.42	8,812 50.84	9,253 53.38	Monthly Hourly
7060*	PLANNING MANAGER	MM	9,415 54.32	9,886 57.03	10,380 59.88	10,899 62.88	11,444 66.02	Monthly Hourly
7085*	PROJECT MANAGER	MM	7,879 45.46	8,273 47.73	8,687 50.12	9,121 52.62	9,578 55.26	Monthly Hourly
7090*	PUBLIC WORKS MAINTENANCE SUPERINTENDENT	MM	9,071 52.33	9,525 54.95	10,001 57.70	10,501 60.58	11,026 63.61	Monthly Hourly
7046*	RECREATION MANAGER	MM	8,062 46.51	8,465 48.84	8,888 51.28	9,332 53.84	9,799 56.53	Monthly Hourly

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- - -

Certificate Pay

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

CLASSIFICATION	Group	SALARY STEPS									
		1	2	3	4	5	6	7	8	9	
7565* ACCOUNTING MANAGER	MM	10,041 57.93	10,292 59.38	10,543 60.83	10,807 62.35	11,070 63.87	11,347 65.46	11,624 67.06	11,915 68.74	12,205 70.42	Monthly Hourly
7470* ADMINISTRATIVE ANALYST III	MM	7,761 44.78	7,955 45.89	8,149 47.01	8,353 48.19	8,556 49.36	8,770 50.60	8,984 51.83	9,209 53.13	9,433 54.42	Monthly Hourly
7525* ANIMAL SERVICES MANAGER	MM	8,600 49.62	8,815 50.86	9,030 52.10	9,256 53.40	9,481 54.70	9,718 56.07	9,955 57.43	10,204 58.87	10,452 60.30	Monthly Hourly
7512* CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,104 58.29	10,350 59.71	10,609 61.21	10,868 62.70	11,140 64.27	11,411 65.83	11,696 67.48	11,981 69.12	Monthly Hourly
7419* CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,670 55.79	9,906 57.15	10,154 58.58	10,401 60.01	10,661 61.51	10,921 63.01	11,194 64.58	11,467 66.16	Monthly Hourly
7585 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,298 65.18	11,581 66.81	11,863 68.44	12,160 70.15	12,456 71.86	12,768 73.66	13,079 75.46	13,406 77.34	13,733 79.23	Monthly Hourly
7575* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,581 66.81	11,863 68.44	12,160 70.15	12,456 71.86	12,768 73.66	13,079 75.46	13,406 77.34	13,733 79.23	Monthly Hourly
7595* DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388 54.16	9,623 55.52	9,857 56.87	10,104 58.29	10,350 59.71	10,609 61.21	10,867 62.69	11,139 64.26	11,411 65.83	Monthly Hourly
7560* DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989 57.63	10,239 59.07	10,488 60.51	10,750 62.02	11,012 63.53	11,288 65.12	11,563 66.71	11,852 68.38	12,141 70.05	Monthly Hourly
7425* DEVELOPMENT MANAGER	MM	8,372 48.30	8,582 49.51	8,791 50.72	9,011 51.99	9,231 53.26	9,462 54.59	9,693 55.92	9,936 57.32	10,178 58.72	Monthly Hourly
7510* DIVISION FIRE CHIEF	MM	11,720 67.62	12,013 69.31	12,306 71.00	12,614 72.77	12,921 74.54	13,244 76.41	13,567 78.27	13,906 80.23	14,245 82.18	Monthly Hourly
7520* ENGINEER - SENIOR	MM	9,350 53.94	9,584 55.29	9,818 56.64	10,064 58.06	10,309 59.48	10,567 60.96	10,824 62.45	11,095 64.01	11,366 65.57	Monthly Hourly
7600* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,307 53.69	9,534 55.00	9,773 56.38	10,011 57.76	10,262 59.20	10,512 60.65	10,775 62.16	11,037 63.68	Monthly Hourly
7605* INFORMATION SECURITY ADMINISTRATOR	MM	9,043 52.17	9,269 53.48	9,495 54.78	9,733 56.15	9,970 57.52	10,220 58.96	10,469 60.40	10,731 61.91	10,992 63.42	Monthly Hourly
7505* INFORMATION TECHNOLOGY MANAGER	MM	10,018 57.80	10,269 59.24	10,519 60.69	10,782 62.20	11,045 63.72	11,321 65.31	11,597 66.91	11,887 68.58	12,177 70.25	Monthly Hourly

7443*	PARK MAINTENANCE MANAGER	MM	6,928	7,101	7,274	7,456	7,638	7,829	8,020	8,220	8,421	Monthly
			39.97	40.97	41.97	43.02	44.07	45.17	46.27	47.42	48.58	Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7465*	PLANNER-SENIOR	MM	7,611	7,802	7,992	8,192	8,392	8,602	8,812	9,032	9,253	Monthly
			43.91	45.01	46.11	47.26	48.42	49.63	50.84	52.11	53.38	Hourly
7460*	PLANNING MANAGER	MM	9,415	9,651	9,886	10,133	10,380	10,640	10,899	11,172	11,444	Monthly
			54.32	55.68	57.03	58.46	59.88	61.38	62.88	64.45	66.02	Hourly
7485*	PROJECT MANAGER	MM	7,879	8,076	8,273	8,480	8,687	8,904	9,121	9,349	9,578	Monthly
			45.46	46.59	47.73	48.92	50.12	51.37	52.62	53.94	55.26	Hourly
7490*	PUBLIC WORKS MAINTENANCE SUPERINTENDENT	MM	9,071	9,298	9,525	9,763	10,001	10,251	10,501	10,764	11,026	Monthly
			52.33	53.64	54.95	56.33	57.70	59.14	60.58	62.10	63.61	Hourly
7446*	RECREATION MANAGER	MM	8,062	8,264	8,465	8,677	8,888	9,110	9,332	9,565	9,799	Monthly
			46.51	47.68	48.84	50.06	51.28	52.56	53.84	55.18	56.53	Hourly

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

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

Certificate 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

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

EMPLOYEE BARGAINING GROUPS

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

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE NOVEMBER 30, 2024**

Police Officers Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS						
			1	2	3	4	5	6	
2040	COMMUNITY POLICING COORDINATOR	PD	4,558	4,786	5,025	5,276	5,539		Monthly
			26.30	27.61	28.99	30.44	31.96		Hourly
2130	COMMUNITY SERVICE OFFICER	PD	4,497	4,722	4,958	5,206	5,467		Monthly
			25.94	27.24	28.60	30.03	31.54		Hourly
2125	COMMUNITY SERVICE OFFICER - LEAD	PD	5,076	5,330	5,596	5,876	6,170		Monthly
			29.28	30.75	32.28	33.90	35.59		Hourly
	CRIME ANALYST	PD	6,086	6,390	6,710	7,045	7,397		Monthly
			35.11	36.87	38.71	40.64	42.68		Hourly
2005	EXECUTIVE ASSISTANT TO THE POLICE CHIEF	PD	5,383	5,652	5,935	6,232	6,544		Monthly
			31.06	32.61	34.24	35.95	37.75		Hourly
2150	FIELD SERVICE TECHNICIAN	PD	4,558	4,786	5,025	5,276	5,539		Monthly
			26.30	27.61	28.99	30.44	31.96		Hourly
2200	POLICE OFFICER	PD	6,022	6,323	6,639	6,971	7,320	7,686	Monthly
			34.74	36.48	38.30	40.22	42.23	44.34	Hourly
2120	POLICE RECORDS CLERK	PD	3,812	4,003	4,203	4,413	4,634		Monthly
			21.99	23.09	24.25	25.46	26.73		Hourly
2160	POLICE RECORDS CLERK - LEAD	PD	4,228	4,439	4,661	4,894	5,139		Monthly
			24.39	25.61	26.89	28.23	29.65		Hourly
2190	POLICE RECRUIT	PD	5,239	5,501	5,776	-	-		Monthly
			30.23	31.74	33.33	-	-		Hourly
2110	PUBLIC SAFETY DISPATCHER I	PD	4,244	4,456	-	-	-		Monthly
			24.48	25.71	-	-	-		Hourly
2140	PUBLIC SAFETY DISPATCHER II	PD	4,995	5,245	5,507	5,782	6,071		Monthly
			28.82	30.26	31.77	33.36	35.02		Hourly
2180	PUBLIC SAFETY DISPATCHER III	PD	-	-	-	6,354	6,671		Monthly
			-	-	-	36.66	38.49		Hourly
2170	POLICE SERVICES ANALYST	PD	5,190	5,449	5,721	6,007	6,308		Monthly
			29.94	31.44	33.01	34.66	36.39		Hourly

Pensionable Compensation for New Members (PEPRA)**MOU Article 5.2 - Longevity Pay**

Longevity Pay for all POA personnel shall be base pay cumulative but not compounded.

Longevity Pay shall be received as follows based on time in service at the City of Yuba City:

Upon completion of 10 years of service	2.50%
Upon completion of 15 years of service	5.00%
Upon completion of 20 years of service	7.50%

MOU Article 5.3 - Sworn Education Incentive -

Education Incentive pay for sworn personnel shall be base pay cumulative but not compounded.

The cap for employees with an Advanced POST certificate shall be 10%.

Sworn Personnel shall receive education incentive as follows:

AA or AS degree	2.50%
BA or BS degree	7.50%
POST Intermediate Certificate	2.50%
POST Advance Certificate	7.50%

MOU Article 5.4 - Non-Sworn Education Incentive -

ALL non-sworn POA personnel shall receive education incentive pay as follows:

AA or AS degree	2.50%
BA or BS degree	5.00%

MOU Article 5.5 - Dispatcher POST Incentive -

Dispatcher I/II/III only will also receive education incentive pay as follows:

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%

MOU Article 5.6 - Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City, will receive bilingual pay as a percentage of their base hourly rate.

Sworn Employees	1.40%
Non-Sworn Employees	2.25%

MOU Article 6.1 - Homeless Liaison Premium

Police Officers who are routinely and consistently assigned as a liaison between the unhoused population, advocacy groups, and the Police Department receive a premium in the amount of five percent (5.0) of their base hourly rate of pay for the duration of the assignment.

MOU Article 6.2 - Detective Assignment

Police Officer's assigned to the Investigation Division or NET Unit receive Detective Premium in the amount of seven and one-half (7.5) percent of their base hourly rate of pay for the period of the temporary assignment.

MOU Article 6.3 - Traffic Division (effective September 28, 2019)

Employees assigned to the Traffic Division shall receive five percent (5%) hazard pay (calculated from their base hourly wage) on an hour per hour basis.

MOU Article 6.5 - Training Pay

Police Officers designated as Field Training Officers by the Police Chief shall receive five (5) percent additional compensation (calculated from their base hourly wage) while so assigned to the Departments Training Program.

Community Service Officers and Dispatcher II employees designated as Field Training Officers shall receive five percent (5) additional compensation (calculated from their base hourly wage) on an hour per hour basis.

MOU Article 6.6 - Canine Pay

Employees assigned as canine handlers will be compensated at the hourly rate of legal minimum wage for up to seven (7) hours per week that the officer is so assigned.

MOU Article 8.1 - Holiday Pay

Officers assigned to regular patrol shifts and public safety dispatchers shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis in lieu of time off.

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE NOVEMBER 30, 2024**

POA (EXCLUDING POLICE OFFICERS AND DISPATCH) - EMPLOYEES HIRED ON OR AFTER MARCH 3, 2018

Police Officers Association		Bargaining Group	SALARY STEPS									
JCN	CLASSIFICATION		1	2	3	4	5	6	7	8	9	
2440	COMMUNITY POLICING COORDINATOR	PD	4,558	4,672	4,786	4,906	5,025	5,151	5,276	5,408	5,539	Monthly
			26.30	26.95	27.61	28.30	28.99	29.72	30.44	31.20	31.96	Hourly
2530	COMMUNITY SERVICE OFFICER	PD	4,497	4,610	4,722	4,840	4,958	5,082	5,206	5,336	5,467	Monthly
			25.94	26.60	27.24	27.92	28.60	29.32	30.03	30.78	31.54	Hourly
2525	COMMUNITY SERVICE OFFICER - LEAD	PD	5,076	5,203	5,330	5,463	5,596	5,736	5,876	6,023	6,170	Monthly
			29.28	30.02	30.75	31.52	32.28	33.09	33.90	34.75	35.59	Hourly
	CRIME ANALYST	PD	6,086	6,238	6,390	6,550	6,710	6,878	7,045	7,221	7,397	Monthly
			35.11	35.99	36.87	37.79	38.71	39.68	40.64	41.66	42.68	Hourly
2405	EXECUTIVE ASSISTANT TO THE POLICE CHIEF	PD	5,383	5,518	5,652	5,794	5,935	6,084	6,232	6,388	6,544	Monthly
			31.06	31.83	32.61	33.43	34.24	35.10	35.95	36.85	37.75	Hourly
2550	FIELD SERVICE TECHNICIAN	PD	4,558	4,672	4,786	4,906	5,025	5,151	5,276	5,408	5,539	Monthly
			26.30	26.95	27.61	28.30	28.99	29.72	30.44	31.20	31.96	Hourly
2520	POLICE RECORDS CLERK	PD	3,812	3,908	4,003	4,103	4,203	4,308	4,413	4,523	4,634	Monthly
			21.99	22.55	23.09	23.67	24.25	24.85	25.46	26.09	26.73	Hourly
2560	POLICE RECORDS CLERK - LEAD	PD	4,228	4,334	4,439	4,550	4,661	4,778	4,894	5,016	5,139	Monthly
			24.39	25.00	25.61	26.25	26.89	27.57	28.23	28.94	29.65	Hourly
2470	POLICE SERVICES ANALYST	PD	5,190	5,320	5,449	5,585	5,721	5,864	6,007	6,157	6,308	Monthly
			29.94	30.69	31.44	32.22	33.01	33.83	34.66	35.52	36.39	Hourly

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CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Ann Gillen, Community Services Director

Summary

Subject: Parks and Recreation Commission
Recommendation: Introduce an Ordinance of the City Council of the City of Yuba City to repeal Chapter 1 (Parks and Recreation Commission) of Title 9 of the Yuba City Municipal Code, and waive the first reading
Fiscal Impact: None

Purpose:

To dissolve the City's Parks and Recreation Commission.

Background:

The Parks and Recreation Commission was established in 2002 as an advisory board for the City Council, the City Manager, and the Parks and Recreation Director in all matters pertaining to parks and recreation. At that time, the Commission recommended general policies concerning all parks and recreation properties, facilities, plans, programs, and activities to the Parks and Recreation Department. They were also established as the City's tree advisory board. The Parks and Recreation Commission consists of five (5) members and one (1) alternate. The current Parks and Recreation Commission has 2 vacant seats, including 1 alternate.

Analysis:

The function and purpose of the Parks and Recreation Commission has evolved over time, and has been reduced to minimal activity. This has resulted in lack of attendance and participation at Commission meetings, which has prompted the City Council and staff to re-evaluate the relevancy and purpose of the Commission going forward. Over time, it has been recognized that the Community Services Department, Parks Division has the knowledge and resources needed to study the problems and determine the needs of the City in connection with its tree program.

Fiscal Impact:

None

Alternatives:

Deny or modify the recommendation.

Recommendation:

Introduce an Ordinance of the City Council of the City of Yuba City to repeal Chapter 1 (Parks and Recreation Commission) of Title 9 of the Yuba City Municipal Code, and waive the first reading.

Attachments:

1. P & R Commission RESOLUTION
2. P & R Commission Ordinance

Prepared By:

Ann Gillen
Community Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY TO
DELETE CHAPTER 1 (PARKS AND RECREATION COMMISSION) OF TITLE
9 OF THE MUNICIPAL CODE**

WHEREAS, the Parks and Recreation Commission was established in 2002 as an advisory board for the City Council, the City Manager, and the Parks and Recreation Director in all matters related to parks and recreation.; and

WHEREAS, the Community Services Department, Parks Division will take over as the City's Tree Advisory Board; and

WHEREAS, in order to better align with Council priorities, the Council desires to dissolve the Parks and Recreation Commission and repeal Chapter 1 of Title 9 of the Municipal Code.

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

Section 1. The City Council expresses its appreciation for all members who have served on the Parks and Recreation Commission and their service to the Yuba City community.

Section 2. The City Council amends the Municipal Code to repeal Chapter 1 of Title 9 in its entirety. Chapter 1 of Title 9 shall be designated as [Reserved].

Section 3. The City Clerk shall certify the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.

Section 4. This Ordinance shall take effect and be in full force and effect from and after 30 days after its final passage and adoption.

Introduced, passed and adopted at a regular meeting of the City Council of the City of Yuba City on the 19th day of November, 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

TITLE 9.

PARKS AND RECREATION

CHAPTER 1. PARKS AND RECREATION COMMISSION

Sec. 9-1.01. Creation/membership.

The Parks and Recreation Commission shall be composed of five members confirmed by the City Council. The City Council may choose to appoint one alternate member to the Commission, who would serve normally as a nonvoting member. In the absence of a regular member of the Commission, the alternate member shall take the absent individual's seat and have the right to vote. All members of the Parks and Recreation Commission shall reside within the City of Yuba City. The Parks and Recreation Director or his/her designee shall be an ex officio member and shall serve as Secretary of the Commission.

(§ 1, Ord. 002-02, eff. March 7, 2002)

Sec. 9-1.02. Terms of office.

The terms of members of the Parks and Recreation Commission shall be four years.

The anniversary date for all appointments shall be February 28th of any year. The three current commissioners whose terms expire on December 31, 2018 will be extended to February 28, 2019. The two commissioners whose terms expire on December 31, 2020 will be extended to February 28, 2021.

The terms of office set forth in this section shall not be deemed arbitrary. Members of the Parks and Recreation Commission serve at the pleasure of the City Council and may be removed without cause. Council may so order and appoint a successor for the unexpired term of office of the removed member. Any Commissioner appointed to succeed a vacated seat on the Commission shall be appointed for the unexpired portion of the term of their predecessor. Vacancies on the Commission shall be filled in the same manner as appointments for the unexpired term of office.

Council may establish by resolution appropriate service requirements, criteria and attendance standards governing service on the Planning Commission. Selection shall reflect as nearly as possible the diverse demographic characteristics of the population of Yuba City. Commissioners are expected to attend all Commission meetings.

(§ 1, Ord. 002-02, eff. March 7, 2002; Ord. No. 006-18, § 1, 9-18-2018)

Sec. 9-1.03. Powers and duties.

The Parks and Recreation Commission shall act in an advisory capacity to the City Council, to the City Manager, and to the Parks and Recreation Director in all matters pertaining to parks and recreation. The Commission shall interpret the leisure time needs, facilities, and services to public officials and the general public in order that adequate support may be obtained. The Commission shall recommend general policies concerning all parks and recreation properties, facilities, plans, programs, and activities. It may evaluate suggestions, criticisms,

and comments in light of such general policies. It may recommend a long-range program for the improvement, acquisition, and development of parks and recreation facilities and for the extension of services.

(§ 1, Ord. 002-02, eff. March 7, 2002)

Sec. 9-1.04. City Tree Advisory Board.

The City's Tree Advisory Board is established and shall consist of the five members of the Yuba City Parks and Recreation Commission. The duties of the City's Tree Advisory Board shall be as follows:

- (a) To study the problems and determine the needs of the City in connection with its tree program;
- (b) To recommend to the City Council the type and kind of trees to be planted upon City streets or parts of City streets, parks, or public places;
- (c) To assist the properly constituted officials of the City, as well as the City Council and citizens of the City, in the dissemination of news and information regarding the protection, maintenance, removal, and planting of trees on public lands, and to make such recommendations from time to time to the City Council as to desirable legislation concerning the tree program and activities for the City;
- (d) To act as advocates for the City's annual observance of Arbor Day, and undertake an ongoing program of public outreach and education in order to promote public understanding of the City's urban forest and public adherence to the standards and procedures established under the ordinance.

(§ 1, Ord. 002-02, eff. March 7, 2002)

Sec. 9-1.05. Officers.

- (a) The Commission shall choose one of its members to serve as chairperson and one of its members as vice chair. The chair and vice chair shall be elected each calendar year at the first meeting following January 1. The chairperson shall preside at all meetings, submit all motions to vote and in general do all things ordinarily required of a chairperson.
- (b) The vice chair shall assume the duties of the chairperson in his/her absence.
- (c) The secretary shall take and keep the minutes of all the meetings and provide information and assistance to the Commission. Copies of the minutes shall be submitted to the City Council for review.

(§ 1, Ord. 002-02, eff. March 7, 2002)

Sec. 9-1.06. Procedures.

The Commission shall hold regular meetings throughout the calendar year no less than quarterly.

The Parks and Recreation Commission may adopt rules of procedure, determine the order of business for its meetings, time and place and conduct of its members. Three members of the Parks and Recreation Commission shall constitute a quorum for the transaction of business.

(§ 1, Ord. 002-02, eff. March 7, 2002)

Sec. 9-1.07. Parks and Recreation Director.

There is hereby created the position of Parks and Recreation Director for the City. He or she shall be responsible to the City Manager for community-wide facilities and programs and for activities conducted on all

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(Supp. No. 9)

properties and shall be the administrative head of the Parks and Recreation Department. He or she shall formulate and administer a broad public leisure time program and encourage wide community participation in such program. His or her responsibilities shall be primarily administrative in character, involving planning, organizing, and directing departmental staff and activities, subject to review at all times by the City Manager.

(§ 1, Ord. 002-02, eff. March 7, 2002)

CHAPTER 2. PARK AND RECREATION REGULATIONS

Sec. 9-2.01. Application of rules and regulations.

- (a) The park and recreation areas within the City shall be used and maintained for the benefit and entertainment of the public generally, subject, however, to the restrictions and limitations contained in this chapter and such other regulations as the Council may adopt hereafter by resolution.
- (b) The regulations set forth in this chapter shall apply to and be in full force and effect at all park and recreation areas which are under the jurisdiction and control of the City. Such regulations shall govern the use of all such park and recreation areas, and the observance of such regulations shall be a condition under which the public may use the park and recreation areas.

(§ 2, Ord. 01-98, eff. May 21, 1998)

Sec. 9-2.02. Hours of use.

- (a) *[Parks defined.]* For purposes of this chapter, the word "neighborhood parks" shall mean any City park except for Blackburn-Talley Sports Complex, Gauche Aquatic Park, and Sam Brannan Park. Blackburn-Talley Sports Complex, Gauche Aquatic Park and Sam Brannan Park are defined as "community parks" for purposes of this chapter.
- (b) *Neighborhood parks.* It shall be unlawful for any person to remain, use or loiter in any neighborhood park at any time between one-half hour after sunset to sunrise the following morning, with the exception of City-approved recreational activities.
- (c) *Community parks.* It shall be unlawful for any person to remain, use or loiter in any community park at any time between the hours of 10:00 p.m. and sunrise the following morning, with the exception of a City approved recreational activity.

(§ 2, Ord. 01-98, eff. May 21, 1998; § 1, Ord. 004-08, eff. April 17, 2008; § 1, Ord. 011-09, eff. December 3, 2009)

Sec. 9-2.03. Care of public property.

It shall be unlawful for any person to mark, graffiti, deface, disfigure, injure, tamper with, displace, or remove any City-owned real or personal property of any kind in any park or recreation area.

(§ 2, Ord. 01-98, eff. May 21, 1998)

Sec. 9-2.04. Care of trees, shrubbery, and lawns.

It shall be unlawful for any person to damage, cut, carve, transplant, or remove any tree, plant, wood, turf, or grass, or pick the flowers or seeds of any tree or plant, or attach any rope, wire, or other object to any tree or plant located in any park or recreation area.

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(Supp. No. 9)

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Senior Engineer

Summary

Subject: Plumas Tower Plaza Mini Park Re-Naming
Recommendation: A. Receive a recommendation from the Ad Hoc Committee for the naming of the Plumas Tower Plaza Mini Park and conduct a Public Hearing
B. If the City Council agrees with the recommendation of the Ad Hoc Committee, adopt a Resolution renaming Plumas Tower Plaza Mini Park to Tower Plaza
Fiscal Impact: Minor staff costs associated with time supporting the Ad Hoc committee

Purpose:

To re-name Plumas Tower Plaza Mini Park based on the selection from the Water Tower Plaza Name and Mural Design Ad-Hoc Committee.

Council's Strategic Goal:

The overall development of this project addresses City Council's Strategic Goal of Quality of Life.

Background:

In 2022, the California Department of Transportation (Caltrans) created the Clean California Local Grant Program (CCLGP) to fund projects which would clean and beautify public spaces, to improve spaces for walking and recreation. Through the review of this grant opportunity, City staff determined that the grant could fund multiple improvements along Plumas Street, while also making new improvements.

In March of 2022, the City received a notification from Caltrans that it had been awarded \$2,235,628 for the Plumas Street project, which includes the following improvements to the downtown area:

- Water Tower
 - Abate lead paint and remove old lighting systems on the water tower
 - Re-paint the water tower and install new logos which match current City Standards
 - Install new multi-colored LED uplighting on water tower

- Park Under/Adjacent to Water Tower
 - Park/common area with a shade structure
 - Playscape Installation
 - Drought-tolerant landscaping installation
 - Digital event board installation
 - Public Mural Installation
- Plumas Street Improvements
 - Installation of trash/recycling bins from Bridge Street to State Route 20
 - Installation of an illuminated Gateway Arch at the downtown area entrance, which compliments Plumas Street's current architectural style
- Center Street:
 - Install festoon-style lighting that crisscrosses over Center Street
 - Install trash/recycling bins along Center Street

To ensure that project stakeholders were able to provide ideas for the plaza, the Council established an Ad Hoc Committee for the re-naming of the plaza and the selection of the mural design. The Ad Hoc Committee consists of:

- Two (2) Council Members
- Owner of Lee's Canton
- One (1) representative from the Downtown Business Association
- One (1) Senior Commission Volunteer
- One (1) Youth Commission Volunteer
- One (1) representative from Yuba Sutter Arts and Culture

After creation of the Ad Hoc Committee, the City released a "Call for Names" for the plaza, providing the public with an opportunity to submit names for the revitalized plaza. The City received over 100 responses with 67 separate names submitted.

Analysis:

On October 11, 2024, the Ad Hoc Committee met to review the names submitted, and to ultimately provide a name recommendation to Council. After review and discussion, the Ad Hoc Committee provided votes on the top five names picked by the Committee. The results were as follows:

Ranking	Name Submitted	Votes Received by Ad Hoc Committee
1	Tower Plaza	4
2 (Tie)	Plumas Tower Plaza	2
2 (Tie)	Tower Park Plaza	2
3 (Tie)	Downtown Plaza	1
3 (Tie)	Plumas Street Plaza	1

Based on the above vote results, the Ad Hoc Committee recommends renaming the existing plaza to Tower Plaza.

Fiscal Impact:

Minor staff costs associated with time supporting the committee.

Alternatives:

Elect an alternative name for the Plaza in accordance with City policy.

Recommendations:

A. Receive a recommendation from the Ad Hoc Committee for the naming of the Plumas Tower Plaza Mini Park and conduct a Public Hearing.

B. If the City Council agrees with the recommendation of the Ad Hoc Committee, adopt a Resolution renaming Plumas Tower Plaza Mini Park to Tower Plaza.

Attachments:

1. Attachment 1 - Resolution - Plaza Renaming
2. Exhibit A - Park and Facility Naming Policy

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
RENAMING PLUMAS TOWER PLAZA MINI PARK TO TOWER PLAZA**

WHEREAS, the City of Yuba City formed an Ad Hoc Committee for the renaming of Plumas Tower Plaza Mini Park; and,

WHEREAS, the City released a Call for Names for the subject plaza, and the Ad Hoc Committee has reviewed and voted on the names submitted; and,

WHEREAS, the results of the Ad Hoc Committee's plaza name votes are as follows:

Ranking	Name Submitted	Votes Received by Ad Hoc Committee
1	Tower Plaza	4
2 (Tie)	Plumas Tower Plaza	2
2 (Tie)	Tower Park Plaza	2
3 (Tie)	Downtown Plaza	1
3 (Tie)	Plumas Street Plaza	1

; and,

WHEREAS, the above names submitted comply with the City's Parks and Facility Naming Policy, attached to this Resolution as "Exhibit A"; and,

WHEREAS, based upon the Ad Hoc Committee's review and votes, the Ad Hoc Committee recommends renaming Plumas Tower Plaza Mini Park to Tower Plaza.

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

Section 2. The City Council of the City of Yuba City does hereby rename Plumas Tower Plaza Mini Park to Tower Plaza

Section 2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of November, 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

Attachment(s):

A. Exhibit A – City Park and Facility Naming Policy

EXHIBIT A

RESOLUTION NO. 21-136

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE CITY PARK AND FACILITY NAMING POLICY**

WHEREAS, the City recognizes the importance of creating a quality of life for City residents through the development of parks; and

WHEREAS, establishing criteria for the consideration of naming future City Parks and Facilities that is transparent; and

WHEREAS, the criteria for naming a park or facility is based on street names, geographical area, historical significance, individuals or organizations; and

WHEREAS, exclusions to naming of parks or facility would be promoting of alcohol, tobacco products, political organizations; and

WHEREAS, established City parks will not be available for renaming rights unless extraordinary circumstances that would cast a negative image upon the City.

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

The City Council adopts the "City Parks and Naming Policy" attached hereto as Exhibit "A."

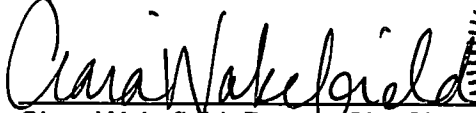
The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 21st day of September 2021.

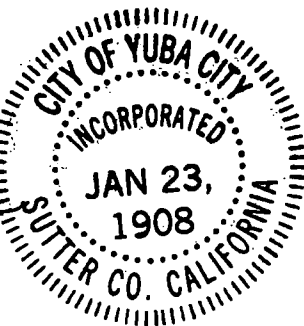
AYES: Councilmember Espindola, Harris, Kirchner, Shaw and Mayor Boomgaarden

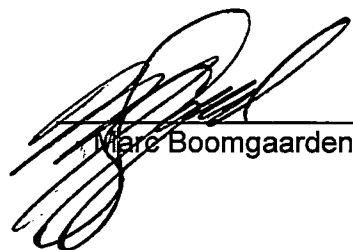
NOES: None

ABSENT: None

ATTEST:


Ciara Wakefield, Deputy City Clerk




Marc Boomgaarden, Mayor

APPROVED AS TO FORM:

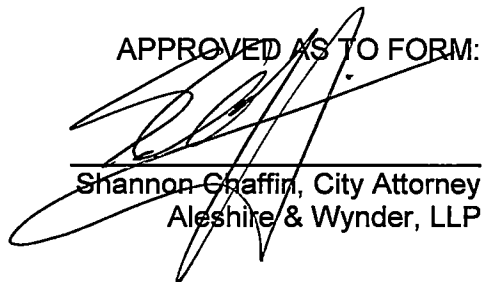

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: City Park and Facility Naming Policy

City of Yuba City

[illegible]

PURPOSE:

The purpose of this policy is to establish criteria and procedures relating to the naming of new City Parks and/or City Facilities. Naming parks serves a public interest by recognizing important landmarks, locations, or persons. The development of policies and procedures to guide the naming and dedication of City Parks/Facilities is intended to enable the process to be applied in a fair, objective and consistent manner. This policy may not be consistent with existing names of City Parks and/or Facilities. No suggestion is made or intended that existing names be changed. This policy is a basis for future decisions/considerations only.

POLICY:

It is the policy of the City of Yuba City to name newly acquired or developed City Parks and City Facilities based upon the procedures set forth in this chapter. The City of Yuba City Council will have final approval on all “naming” of City Parks and/or City Facilities.

QUALIFYING NAMES:

Names submitted for consideration should provide some form of individual/organizational identity in relation to the following:

- 1) Street that is adjacent to the park
- 2) Geographical or historical significance to the region
- 3) Individuals
- 4) Organizations

CRITERIA:

- A. Individuals
 - i. Deceased at least three (3) years; and/or
 - ii. Died in the line of duty serving our community or the United States; and/or
 - iii. Made extraordinary lasting and significant contributions to the City of Yuba City, the region, State of California, or the United States of America. Died while performing a heroic act (e.g., saving the life of another person) ; and/or
 - iv. Made significant donations/contributions to the City of Yuba City, resulting in acquisition of property, buildings, or specifically to a new park; and/or
 - v. Individuals will not be considered that could cast a negative image upon the City; and/or
 - vi. Individual was a resident of the City of Yuba City for over 20 years; and/or
 - vii. Individual has made exceptional contributions to the City of Yuba City including one or more of the following: financial gifts, public service or committed to a long-term sponsorship agreement.
 - viii. A background check, paid by the applicant, will be required for any individuals after whom a park will be named.
- B. Organizations
 - i. Organization has made exceptional contributions to the City of Yuba City including one or more of the following: financial gifts, public service or long-term sponsorship agreements.

EXCLUSIONS:

- 1) Naming proposals that promote alcohol, tobacco products or political organizations will not be considered.
- 2) Established Parks will not be available for renaming rights.
- 3) Under extraordinary circumstances that would cast a negative image upon the City, any of the City recognitions may be revoked at the discretion of the City Council.

SIGNS:

A sign identifying the park is the standard form of recognition. Signs will comply with the current park signage standards and will be provided by the City.

City Clerk



Clerk's Errata Note:

Resolution Exhibit "A" was updated to that actually presented and adopted during the Council meeting on September 21, 2021.

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Diona Pope, Director of Finance

Summary

Subject: Certifying Need for CalPERS 180-Day Wait Period Exception for Spencer Morrison to be appointed as Extra Help Finance Director

Recommendation: Adopt a Resolution

- A. Certifying the need for an exception to the CalPERS 180-day wait period for Spencer Morrison to be appointed as Extra Help-Finance Director
- B. Approving the employment agreement and appointing Spencer Morrison as provided in the Resolution following approval by CalPERS
- C. Authorize Finance Director to make a supplemental appropriation of \$40,000 to account 1510-61310 (extra help) for FY 2024/25
- D. Authorize Finance Director to make a supplemental appropriation of \$40,000 to transfer funds from Enterprise Resource Planning (ERP) project 941313-Z69990 to 100-Z699980

Fiscal Impact: A cost of \$40,000 is projected for backfill during FY 2024/25, and there is sufficient budget allocated in the ERP project 941313 to cover this. This estimate is based on an hourly rate of \$85.84/hr and over 400 hours of staff time committed to the project for the remainder of FY 2024/25

Purpose:

To certify the need for a limited term extra help employment agreement necessary to permit Spencer Morrison's employment as a retired annuitant from the generally-required CalPERS 180-day wait period.

Council's Strategic Goal:

This item aligns with City Council's Strategic Goal of Fiscal Responsibility.

Background:

As part of Yuba City's modernization efforts, we are currently in the process of implementing a new ERP system designed to streamline various operational functions, including human resources, payroll, finance, and procurement. This complex system transition is resource-intensive, requiring significant time and focus from the current staff to ensure successful integration.

Given the complexity of the implementation, a considerable portion of the workforce is temporarily reassigned to the ERP project, which can result in gaps in staffing for critical day-to-day functions. To mitigate the impact on ongoing operations and avoid delays in service delivery, it is necessary to bring back a retired annuitant who is familiar with the agency's procedures and systems. Mr. Morrison is uniquely qualified to provide immediate assistance, having previously worked in Finance and having an in-depth understanding of the agency's workflows.

CalPERS' typical requirements for employment of retired annuitants, who are of normal age of their retirement date, is a 180-day wait period before the annuitant can be employed as an annuitant. One of the exceptions to the 180-day wait period is an employer resolution certification of critical need to appoint the annuitant in less than 180 days following retirement. The governing board of the public agency then presents CalPERS with a resolution, passed in a public meeting that makes such certification and approves the appointment. Additionally, the resolution must not be placed on the consent calendar and must include a copy of the retiree's employment agreement.

Analysis:

This staff report seeks approval to rehire Mr. Morrison, a retired employee, to provide temporary backfill assistance for critical functions during the implementation of the new ERP system. The ERP system transition may cause strain on current staff resources, and rehiring the retired annuitant will ensure that key operations continue smoothly while the agency's personnel focus on implementing the new system. The temporary assistance will support the agency's ongoing operations and allow current staff to prioritize the implementation of the ERP system without compromising service levels or productivity.

In order to mitigate the impact on ongoing operations and avoid delays in service delivery during the implementation of the ERP, the Finance Director has prepared the required CalPERS resolution and retired annuitant employment agreement for Mr. Morrison to be appointed as temporary, extra help Finance Director. If these CalPERS required documents are approved by City Council, staff will submit them to CalPERS prior to Mr. Morrison beginning work as a retired annuitant with the City in this extra help capacity.

Fiscal Impact:

A cost of \$40,000 is projected for backfill during FY 2024/25, and there is sufficient budget allocated in the ERP project 941313 to cover this.

1. Authorize the Finance Director to make a supplemental appropriation of \$40,000 to account 1510-61310 (extra help) for FY 2024/25.
2. Authorize the Finance Director to make a supplemental appropriation of \$40,000 to transfer funds from Enterprise Resource Planning (ERP) project 941313-Z69990 to 100-Z699980.

Alternatives:

1. Do not approve the CalPERS 180-day wait period exception Resolution.
2. Provide City staff direction.

Recommendation:

Adopt a Resolution

A. Certifying the need for an exception to the CalPERS 180-day wait period for Spencer Morrison to be appointed as Extra Help-Finance Director.

B. Approving the employment agreement and appointing Spencer Morrison as provided in the Resolution following approval by CalPERS.

C. Authorize Finance Director to make a supplemental appropriation of \$40,000 to account 1510-61310 (extra help) for FY 2024/25.

D. Authorize Finance Director to make a supplemental appropriation of \$40,000 to transfer funds from Enterprise Resource Planning (ERP) project 941313-Z69990 to 100-Z699980.

Attachments:

1. CalPERS Resolution
2. Morrison, Spencer Extra Help Annuitant Agreement

Prepared By:

Diona Pope
Finance Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE EXCEPTION OF THE CALPERS 180-DAY WAIT PERIOD FOR
CALPERS ANNUITANT**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council of the City of Yuba City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Spencer Morrison, "Morrison" (CalPERS ID 5284969373) is retiring from the City of Yuba City in the position of Finance Director effective (CalPERS retirement date December 13, 2024); and

WHEREAS, Gov. Code Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which (June 12, 2025) without this certification; and

WHEREAS, Gov. Code Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Yuba City and Morrison certify that Morrison has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby appoints Morrison as an extra help retired annuitant to perform the duties of the Extra Help – Finance Director for the City of Yuba City under Gov. Code section 21224 effective January 1, 2025 or as soon thereafter as the City receives CalPERS approval; and

WHEREAS, the entire employment agreement, contract or appointment document between Morrison and the City of Yuba City has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$14,879 and the hourly equivalent is \$85.84, and the minimum base salary for this position is \$12,241 and the hourly equivalent is \$70.62; and

WHEREAS, the hourly rate paid to Morrison will be \$85.84; and

WHEREAS, Morrison has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition this hourly pay rate; and

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

1. The City Council hereby certifies the nature of the appointment of Morrison as described herein and detailed in the attached employment agreement/contract/ appointment document and that this appointment is necessary to fill the critically needed position of Extra-Help Finance Director for the City of Yuba City by January 1, 2025, or as soon thereafter as possible, because of Morrison's specific expertise in Yuba City's operations and institutional knowledge.
2. Authorize Finance Director to do a supplemental appropriation of \$40,000 to account 1510-61310 (extra help) for FY 2024/25.
3. Authorize Finance Director to do a supplemental appropriation of \$40,000 to transfer funds from Enterprise Resource Planning (ERP) project 941313-Z69990 to 100-Z699980.

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 19th day of November, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

Attest:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Ian B. Sangster
Kronick, Special Counsel

ATTACHMENT 2

AGREEMENT FOR TEMPORARY LIMITED-TERM “EXTRA-HELP” EMPLOYMENT

THIS Agreement for temporary, limited term “extra help” employment is by and between the City of Yuba City (“City”) and Spencer Morrison (“Employee”) (collectively the “Parties”). It is effective on the latest date of signature below.

WHEREAS, the City has a critical need to backfill a position due to the implementation of an ERP (Enterprise Resource Planning) system, which requires specialized knowledge and skills for the continued delivery of public services;

WHEREAS, Employee possesses the necessary specialized skills and qualifications to perform the required services for the City during this temporary backfill period; and

WHEREAS, this Agreement is in accordance with California Government Code Section 21224.

NOW THEREFORE, in consideration of the mutual covenants contain herein, the Parties agree as follows:

1. Scope of Services: Pursuant to this Agreement, Employee shall temporarily backfill a critical position to support the City’s operations during the ERP system implementation. Specifically, Employee shall provide specialized skills as described in Exhibit A, under the direct supervision of the Finance Director.
2. Time of Performance: The services of Employee shall commence on January 1, 2025, and shall continue until June 30, 2026 unless terminated sooner by either Party.
3. Compensation: Employee shall be compensated as follows:
 - (a) Hourly Rate of Pay: Employee shall be paid at the rate of \$85.84 per hour (the “Hourly Rate”). The City has determined that this hourly rate is neither less than the minimum, nor more than the maximum, hourly rate paid to other employees performing comparable duties as listed on City’s publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333. Payments will be made on regularly scheduled City payroll dates. Employee will be responsible for keeping track of Employee’s hours worked on a daily time sheet form, provided by the City and submitted to the Finance Director or designee for approval and payroll purposes. Employee understands and agrees that Employee is not, and will not be, eligible to receive any compensation other than this specified hourly rate of pay.

- (b) Hours per Week: This employment is for part-time work and, generally, will not exceed 40 hours per week. The City will assign Employee specific hours to work, and under no circumstances may Employee work in excess of 40 hours per week without the express prior permission of the Finance Director.
- (c) Payment for Work Done in Excess of 40 Hours Per Week: The temporary position under this Agreement is not exempt from FLSA overtime pay requirements. The Employee shall be paid at one and one-half times the regular rate of pay for any time worked in excess of 40 hours per week.
- (d) Work less than 960 hours per year: Employee is allowed to work a cumulative maximum of 960 hours per fiscal year for any CalPERS agencies. The City retains the right to reduce, change, or amend the number of hours worked consistent with the City's workload and other needs. If Employee's annual hours are approaching 960, then the City retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement.

4. Employment Status as Fixed-Term/"Extra-Help" Employee: The parties agree that Employee has specialized skills needed in performing work of limited duration. In the performance of the work and services agreed to be performed, Employee is not filling a vacant, regular position with City, but rather Employee shall act as and be a temporary, fixed-term, "Extra-Help" employee to address a special need and circumstance.

- (a) Time of Retirement. Employee retired effective December 13, 2024 in the CalPERS system. Because he possesses specialized skills related to necessary public services, the City Council has certified the need for Employee's appointment before 180 days has passed following his retirement.
- (b) Benefits: Employee understands and agrees that Employee is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage. City will enroll Employee in CalPERS solely for administrative recordkeeping purposes (Employee will remain in retired status) and will report both Employee's hours and pay pursuant to this Agreement.

- (c) No Membership in Bargaining Unit: Employee understands that Employee is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.
- (d) No Property Right in Employment: Employee understands and agrees that the terms of this employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that Employee acquires no property interest in this employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that Employee can be terminated at any time for any reason or for no reason), and that Employee is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
- (e) Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment for a limited duration to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. **In the event Employee is providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must immediately notify the City of such other CalPERS agency employment and disclose on a periodic basis the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.** Employee expressly agrees that Employee shall be solely responsible for any costs or liabilities of either party resulting from Employee's failure to disclose such other CalPERS agency employment and shall indemnify and hold City harmless from any such costs and liabilities.
- (f) No Recent Unemployment Payments to Retiree. Retiree specifically warrants and represents that Employee has not received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.

5. Termination: Either Party may terminate this Agreement without cause upon written notice.

6. Ownership of Work: All documents furnished to Employee by the City and all reports and supportive data prepared by Employee under this Agreement are City property and shall be given to City at the completion of Employee's services.

7. Notices: Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the Parties as follows:

<u>City of Yuba City</u>	<u>EMPLOYEE</u>
Diana Langley City Manager City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993	Spencer Morrison 1580 Nadean Dr Yuba City, CA. 95993

8. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by Employee to any third party.

9. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Sutter County.

10. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. Conflict of Interest: Employee agrees that during the term of this Agreement, Employee will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing by the City Manager. Employee agrees to disclose whether Employee is performing work for any other CalPERS public agency employer as required by this Agreement.

12. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the Parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the Parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no

representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained herein and no others.

13. Support Services and Equipment: Employee shall be provided work space and the necessary tools and equipment during assigned working hours, sufficient to fulfill obligations under this Agreement, as determined by the City Manager, at no cost to Employee.

14. Reimbursement for Necessary and Approved Work Expenses: Employee shall be reimbursed by City in accordance with standard City policy for all properly pre-authorized and necessary travel or other expenditures undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement in the manner and forms required by the City. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred in performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

CITY OF YUBA CITY:

EMPLOYEE

By: _____
Diana Langley
City Manager

By: _____
Spencer Morrison

EXHIBIT A

The temporary, limited term employment under this Agreement is for performance of the following duties and scope of work:

1. Employee shall provide temporary support for the City's accounting functions, specifically to cover gaps in services caused by the implementation of the new ERP system.
2. Employee shall support the implementation and data migration process for the ERP system.

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Business License Ordinance Update

Recommendation: A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of the City of Yuba City to repeal Municipal Code Subsection (b)(2) of Section 3-4.24 to exclude the license application requirement for non-profit organizations, and waive the first reading

Fiscal Impact: The City will experience a revenue reduction of \$60 per non-profit application with an impact of less than \$4,000 per year

Purpose:

To remove the non-profit business license application language from the Municipal Code.

Council's Strategic Goal:

This item supports the City Council priority of business friendly.

Background:

In 1993, the City of Yuba City adopted a business license tax Ordinance to help offset the impacts commerce has on local resources that go beyond that which is covered by other taxes and to raise awareness of businesses operating within city limits. The Ordinance includes language specific to nonprofit organizations which are revenue-generating enterprises operating within the city limits. While no license taxes are collected from non-profit enterprises, they are required to file an application with the intention of a better understanding of who is operating in Yuba City.

City staff have received complaints from the non-profit enterprise community about the City's Ordinance, collection of applications, and the related \$60 processing fee. Fees, like fines, are in place to cover costs for tasks that are benefiting individuals and are therefore not funded through taxes collected, e.g., staff time for processing license fees, permits, recreation classes, abatement responses, and other individualized services. Taxes pay for services that benefit many residents at one time like police and fire services, parks maintenance, and City support divisions like human resources, custodians, and accounting staff.

Analysis:

Staff has evaluated the value of requiring non-profit business license applications and determined that the administrative convenience for non-profit enterprises outweighs the City's desire to know about the business this segment is conducting.

Fiscal Impact:

The City will experience a revenue reduction of \$60 per non-profit application with an impact of less than \$4,000 per year.

Alternatives:

1. Do not remove the non-profit application language from the ordinance; or
2. Provide staff with different language to alter the Ordinance pertaining to nonprofit enterprise applications.

Recommendation:

A. Conduct a Public Hearing; then

B. Introduce an Ordinance of the City Council of the City of Yuba City to repeal Municipal Code Subsection (b)(2) of Section 3-4.24 to exclude the license application requirement for non-profit organizations, and waive the first reading.

Attachments:

1. Proposed Ordinance Update
2. Municipal Code Subsection (b)(2) of Section 3-4.24

Prepared By:

Spencer Morrison
Finance Director

Submitted By:

Diana Langley
City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
MUNICIPAL CODE SUBSECTION (B)(2) SECTION 3-4.24 TO EXCLUDE
THE NON-PROFIT APPLICATION REQUIREMENT**

WHEREAS, the City of Yuba City has a business license ordinance last updated on April 15, 2019, requiring all businesses based in Yuba City or engaged in commerce within city limits to apply for a business license annually and pay a tax calculated on gross revenues; and

WHEREAS, non-profit organizations as covered under Revenue and Taxation Code Section 23701 are required to submit a business license application but are not required to pay a license tax; and

WHEREAS, City staff have received complaints from the non-profit enterprise community about the City's Ordinance, collection of applications, and the related \$60 processing fee; and

WHEREAS, Staff have evaluated the value of requiring non-profit business license applications and determined that the administrative convenience for non-profit enterprises outweighs the City's desire to know about the business this segment is conducting; and

WHEREAS, the City Council now desires to repeal Municipal Code Subsection (b)(2) of Section 3-4.24 by adopting an ordinance to exclude the license application requirement for non-profit organizations; and

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

Section 1. The above recitals are incorporated by reference.

Section 2. Subsection (b)(2) of Section 3-4.24 of the Yuba City Municipal Code shall be removed in its entirety:

(2) Business license required; exceptions. Any person, institution or organization claiming exemption from the payment of a business license tax shall, nevertheless, apply to the Collector for a business license in the same manner, and at the same time as is required in this chapter of all other persons applying for a business license and shall be subject to the same procedures for enforcement and to the same penalties as provided herein.

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.

PUBLICATION. The City Clerk shall certify the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.

EFFECTIVE DATE. This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 19th day of November 2024, and adopted at a regular meeting thereof held on the 17th day of December 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBACITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

Sec. 3-4.24. Tax-exempt status.

- (a) *Disabled veterans.* Every person who has been honorably discharged from military service of the United States and who is exempted from the payment of business license tax by statute of the State may distribute circulars, hawk, peddle, and vend any goods, wares or merchandise owned by him or her, except spirituous, malt, vinous or other intoxicating liquor, without payment of this license tax; subject however to the restrictions, limitations, regulations and conditions hereinafter set forth.
- (1) Every applicant must furnish a certificate of physical disability executed by a qualified physician or submit equivalent evidence of disability.
 - (2) A license, when issued, is subject to the following conditions:
 - (i) Said license shall not be defaced, mutilated, disfigured or otherwise altered subsequent to its issuance, and failure to comply herewith is grounds for revocation of said license and for refusing its renewal or the issuance of a new license thereafter.
 - (ii) It is nontransferable and for the exclusive use of the licensee named.
 - (iii) Should a license be found in the possession of one other than the licensee named, it shall be surrendered to the Collector and revoked. Neither the licensee named nor the holder thereof shall thereafter be entitled to hold a license under the provisions of this section.
 - (iv) The licensee named must identify himself or herself whenever required to do so by any City police officer, or any authorized agent of the Collector.
 - (v) It shall be unlawful for any person other than the licensee named to use or have in his or her possession any license issued pursuant to the provisions of this section.
 - (vi) It shall be unlawful for any person to purchase or transfer any license issued pursuant to the provisions of this section or for any person to transfer or convey the certificates mentioned in this section to any other person for the purpose of securing a license as herein provided.
- (b) *Nonprofit organizations.*
- (1) *Nonprofit organizations in general.* The provisions of this chapter shall not be construed to require the payment of a license tax to conduct any business, occupation or activity or require the payment of any license tax from any institution or organization which currently has or is eligible for an exemption from the payment of federal income taxes under Section 501 of the Federal Internal Revenue Code as amended from time to time and/or exemption from the payment of State income taxes under Revenue and Taxation Code § 23701 et seq. as amended from time to time. An institution or organization claiming a license fee exemption under this section has the burden of furnishing to the Collector such information as the Collector may require to support the claim or eligibility for exemption.
- Nothing in this section shall be construed to relieve an institution or organization which is eligible for or claims to be eligible for exemption from payment of a business license tax from the requirement to obtain a business license as provided in this Code.
- ~~(2) *Business license required; exceptions.* Any person, institution or organization claiming exemption from the payment of a business license tax shall, nevertheless, apply to the Collector for a business license in the same manner, and at the same time as is required in this chapter of all other persons applying for a business license and shall be subject to the same procedures for enforcement and to the same penalties as provided herein.~~
- (c) *Special events; community promotion.* The provisions of this chapter shall not be construed to require the payment of a license tax to conduct any business, occupation or activity that in the opinion of the City shall provide community promotion activities such as but not limited to: festivals, farmer's markets.

(d) *Tax-exempt licenses; limitations.*

- (1) Every license issued without payment of the usual tax shall be stamped "Tax-Exempt" upon its face.
- (2) Any license issued as tax-exempt shall be subject to suspension and revocation by the Collector in the event that it is determined by the Collector that the applicant is not entitled to exemption. All such suspensions and revocations shall be made after notice and right to a hearing pursuant to this chapter.
- (3) Any license issued as tax-exempt shall be void and shall afford no defense in any civil or criminal prosecution if any material statement contained in the application, statement of facts or any other document or representation made to the Collector in claiming the exemption is false or fraudulent.
- (4) No tax-exempt license may be transferred or loaned.
- (5) Upon uncertainty, for lack of information or otherwise, as to the entitlement of any organization or activity to a tax-exempt license, the Collector may require the filing of a verified report of all funds received and disbursed by any licensee. Upon demand such licensee shall file said report in the form and detail as required by the Collector.

(§ 1, Ord. 01-93, eff. April 15, 1993)

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Harter Estates North - Reimbursement Agreement
Recommendation: Adopt a Resolution approving the execution of a Reimbursement Agreement with D.R. Horton CA2, Inc., a California corporation, for public improvements associated with the Harter Estates North Subdivision
Fiscal Impact: Costs and reimbursements in accordance with proposed Reimbursement Agreement

Purpose:

To facilitate the timely construction of certain public improvements associated with the Harter Estates North development.

Council's Strategic Goal:

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

Background:

The Harter Specific Plan area is located on the north side of Highway 20, situated both east and west of Harter Parkway and south of Butte House Road.

The City previously entered into a Development Agreement with Harter Packing Company, LLC (Harter) and Brown Yuba City, LLC (Brown) for the Harter Specific Plan – Yuba City Marketplace, which was recorded on December 10, 2004 in the Sutter County Official Records as Document Number 2004-0034180. Brown completed development of its portion of the property and in March 2015 dissolved, filing a notice of cancellation with the California Secretary of State and leaving Harter as the remaining party responsible for developer obligations under the development agreement.

On August 5, 2008, the City entered into a First Amendent to the Development Agreement with Harter which addressed construction of the required park and a phased implementation schedule of the Development Impact Fees for the plan area.

On June 15, 2021, the City entered into a Second Amendment to the Development Agreement with Harter, which, in part, created updated credit and reimbursement requirements for certain public

infrastructure improvements Harter would have to construct as part of future development.

Harter subsequently sold the Harter Estates North property to D.R. Horton CA2, Inc. (Developer) located on the west side of the Harter Specific Plan area adjacent to Butte House Road (Attachment 2). On June 4, 2024, Council approved the Harter Estates North Subdivision Agreement and Final Map, subdividing 14.53 acres into 73 single family residential parcels.

Analysis:

Developer is currently developing Harter Estates North (the Project), including, as a condition of development, the construction of the following public facilities and improvements that will serve the Project and other areas of the City:

- Butte House Road – Roadway, drainage, and utility relocations
- Harter Parkway – Roadway and water
- South Elmer Road (onsite) – City master plan sewer

These facilities would otherwise be funded by impact fees, such as Development Impact Fees and Harter Specific Plan Fees, some of which have not been collected yet. Further, some of these facilities are not included in the reimbursement schedules in either the Second Amendment to the Development Agreement or the Subdivision Agreement. Staff and the Developer therefore desire to enter into a Reimbursement Agreement (Attachment 1) to formally document applicable credits and reimbursements for Developer's construction of improvements that not only benefit the Project, but other areas of the City as well.

The Developer has furnished to the City improvement securities, including performance security and payment security pursuant to the Subdivision Agreement, inclusive of these public facilities and improvements.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Reimbursement Agreement.

The Developer will pay City impact fees and Harter Specific Plan fees when applying for Building Permits to construct the 73 residential units included in this Project. These fees will be reduced by the cost to construct the public improvements described in the Reimbursement Agreement. However, in the case of the 18-inch diameter onsite sewer main that the Developer constructed, the construction cost exceeds the sewer impact fees that will be collected. So additional sewer impact fees collected from other sewer connections will be necessary to compensate the Developer. The Harter South subdivision, recently constructed by the Developer, contributed sufficient sewer connection fees to fund this reimbursement. Additionally, the City sets aside 10% of impact fees collected for the purposes of providing such reimbursement. These fees are received in Revenue Fund 527, which has an unreserved balance of over \$1.5 million.

Alternatives:

Delay or modify the recommended actions of approving a Reimbursement Agreement for Harter Estates North.

Recommendation:

Adopt a Resolution approving the execution of a Reimbursement Agreement with D.R. Horton CA2,

Inc., a California corporation, for public improvements associated with the Harter Estates North Subdivision.

Attachments:

1. Resolution
2. Location Map

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A REIMBURSEMENT AGREEMENT WITH D.R. HORTON CA2, INC., A
CALIFORNIA CORPORATION, FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THE
HARTER ESTATES NORTH SUBDIVISION**

WHEREAS, on June 15, 2021, the City entered into a Second Amendment to the Development Agreement for the Harter Specific Plan – Yuba City Marketplace, which was originally recorded on December 10, 2004 in the Sutter County Official Records as Document Number 2004-0034180; and

WHEREAS, the developer identified in the Second Amendment to the Development Agreement subsequently sold the Harter Estates North property to D.R. Horton CA2, Inc., a California Corporation (Developer); and

WHEREAS, on June 4, 2024, Council approved the Harter Estates North Subdivision Agreement and Final Map, subdividing 14.53 acres into 73 single family residential parcels; and

WHEREAS, Developer is developing Harter Estates North (the Project), including, as a condition of approval, constructing public facilities and improvements that will serve the Project and other areas of the City; and

WHEREAS, the public facilities and improvements included in the Project would otherwise be funded by impact fees, such as Development Impact Fees and Harter Specific Plan Fees, some of which have not been collected yet; and

WHEREAS, some of the public facilities and improvements are not included in the reimbursement schedules in either the Second Amendment to the Development Agreement or the Harter Estates North Subdivision Agreement; and

WHEREAS, City staff and the Developer desire to enter into a Reimbursement Agreement (Exhibit A) to formally document applicable credits and reimbursements for Developer's construction of improvements that not only benefit the Project, but other areas of the City as well; and

WHEREAS, the Developer has furnished to the City improvement securities, including performance security and payment security pursuant to the Harter Estates North Subdivision Agreement, inclusive of the public facilities and improvements that serve both the Project and other areas of the City.

NOW, THEREFORE, the City Council of the City of Yuba City does resolve 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 does hereby approve the Reimbursement Agreement, attached to this Resolution as Exhibit A, as to its material terms with the finding it is in the best interest of the City. The City Manager is authorized to execute the same, and make any non-material amendments to the Reimbursement Agreement, all subject to review and approval as to legal form by the City Attorney.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of November, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Reimbursement Agreement

EXHIBIT “A”

HARTER ESTATES NORTH CREDIT AND REIMBURSEMENT AGREEMENT

HARTER SPECIFIC PLAN

This REIMBURSEMENT AGREEMENT ("Agreement") is entered into this 19th day of November 2024, by and between the CITY OF YUBA CITY, a California municipal corporation ("City"), and DR Horton ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer is developing Harter Estates North ("Project"), which is located on the property described in Exhibit "A" hereto, including public facilities and improvements that will serve the Project and other areas of the City;

WHEREAS, Developer is required, as a condition of development of the Project to construct or cause to be constructed the public facilities and improvements described in Exhibit "B" hereto, and shown in Exhibit "C", which are included within the improvement plans titled Grading and Improvement Plans for Harter Estates North, dated February 29, 2024, Building Permit BLD22-01594, issued April 12, 2024 (the "Facilities");

WHEREAS, on July 2, 1990, the City Council adopted Ordinance No. 1100 which created and established authority for imposing and charging a Development Impact Fee within the City ("Fee Program");

WHEREAS, on October 16, 2007, the City Council adopted Resolution No. 07-101 amending Resolution No. 04-129 establishing a Development Impact Fee for all developments within the City ("Impact Fees");

WHEREAS, the City and Developer have entered into a Development Agreement dated November 2, 2004 and First Amendment to the Development Agreement dated August 5, 2008, and a Second Amendment to the Development Agreement dated June 15, 2021 ("Development Agreement"); and

WHEREAS, the Development Agreement dated June 15, 2021 included an updated Public Facilities Finance Plan, which outlined the Specific Plan Impact Fees ("Harter Plan Fees") for all developments within the Harter Specific Master Plan area;

WHEREAS, the Facilities described in Exhibit "B" would otherwise be funded by Impact Fees (Development Impact Fees and Harter Plan Fees); and

WHEREAS, City has agreed to allow Developer to execute a contract to design and construct the Facilities;

WHEREAS, the City and Developer acknowledge that Developer has furnished to the City improvement securities including performance security and payment security pursuant to Section 7 of the Subdivision Agreement Final Map of Harter Estates North Subdivision (Regarding Tentative Map No. 19-01, Harter Estates North Subdivision) ("Subdivision Agreement") recorded in Official Records, County of Sutter, on July 8, 2024, Instrument No. 2024-0005748 (Bond No. K41847578) ("Required Securities"). The Parties also acknowledge the Required Security in the amount of \$5,536,345.10 is for improvements required in the

Subdivision Agreement, and is inclusive of the public facilities and improvements described in Exhibit "B" hereto, and shown in Exhibit "C", which are included within the Facilities. Therefore, the City agrees that the Required Security furnished to the City pursuant to the Subdivision Agreement satisfies the security under this Agreement;

WHEREAS, City and Developer desire to enter into an agreement to provide for allowable credits and reimbursements by the City to Developer for certain costs of design and construction of the Facilities in recognition of the benefit of these improvements to future development and the City; and

WHEREAS, City and Developer have agreed to allow apportionment of credits based on the estimated costs identified in Exhibit "D" hereto.

AGREEMENT

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 Incorporation of Recitals and Exhibits. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein. All attachments to this Agreement as Exhibits are incorporated into this Agreement by this reference.

2.0 Construction of Facilities. Developer shall construct or cause to be constructed, at its own cost and expense, the Facilities in accordance with plans and specifications which will be prepared by or on behalf of Developer and approved by City. Developer shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Facilities.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the Facilities until all plans and specifications for the Facilities, which include complete plans, specifications, and a storm water pollution prevention plan (if applicable) (collectively "Plans and Specifications") have been submitted to and approved by City. Upon submittal of a complete Plans and Specifications packet by the Developer to the City for review and approval, the City shall have thirty (30) days to review and approve, conditionally approve, or reject with specific comments to correct, the Plans and Specifications.

2.2 Bids. Developer shall obtain a minimum of three (3) bids for any portion of the work necessary to complete the Facilities consistent with the approved Plans and Specifications. Notwithstanding, if Developer sought but is unable to obtain a minimum of three bids due to market conditions, then upon a showing of the same to the Director of Public Works ("Director") the Director has discretion to provide written authorization to Developer for a lesser number of bids.

Solicitation of bids by Developer shall include the requirement that i) all contractors performing work on the Facilities must maintain and provide proof of insurance coverage throughout the term of the construction of the Facilities consistent with Section 13 of this Agreement; and ii) all persons must comply with federal, State, and local laws as may be applicable. Absent express written approval by the Director of Public Works for unusual circumstances, Developer shall

select the lowest responsive and responsible bidder for the contract or contracts for construction of the Facilities.

2.3 Determination of Fee Credits, Reimbursement, and Security Amounts. After selection of the bidder and prior to commencing work on the Facilities, Developer shall submit to the Director all materials and information required by the City to make a determination of anticipated fee credits and eligible cost reimbursements per Section 13. The City's determination of said fee credits and eligible cost reimbursements shall then be attached consistent with Exhibit "D" to this Agreement.

2.4 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Facilities and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.5 Compliance with Plans and Specifications. The Facilities shall be completed in substantial conformance with the Plans and Specifications approved by City, as may be amended from time to time, pursuant to the terms of this Agreement.

2.6 Compliance with Law. Developer shall comply with all applicable federal, state, or local law, ordinance, regulation, or code and require the same of any contractor performing work on the Facilities.

2.7 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the Facilities in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.8 Alterations to Facilities. All work shall be done and the Facilities completed in substantial conformance with the Plans and Specifications, and any subsequent material alterations thereto mutually agreed upon by City and Developer in writing. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. Said written notice shall include a draft contract change order with the supporting information that shows or describes the specific proposed revision(s) to the Plans and Specifications, the monetary impact, scheduling impact, and any other information requested by City. After receipt of such written notice, the City shall approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations in the Plans and Specifications and the Facilities to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Facilities. When Developer considers the Facilities to be complete, including all items on the punch list and administrative items, Developer shall notify City in writing. Upon receipt of the notification, City will perform an inspection to determine if the

Facilities and administrative requirements are sufficiently complete in accordance with the Plans and Specifications so City can occupy or utilize the Facilities for their intended use. If items are found which prevent such use, City shall notify the Developer in writing of such items. City shall not be responsible or liable for the maintenance or care of the Facilities until City approves and accepts, which approval and acceptances as noted herein shall not be unreasonably withheld, conditioned or delayed. City shall exercise no control over the Facilities until accepted. Any use by any person of the Facilities, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Facilities. Developer shall maintain all of the Facilities in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Facilities or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence or willful misconduct of City, its elected officials, employees and/or agents.

4.0 Fees and Charges. Developer shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of the construction of the Facilities, including, but not limited to, all plan check, design review, engineering, inspection, permit, sewer connection fees, water connection fees, and other service or impact fees established by City.

5.0 City Inspection of Facilities. Developer shall, at its sole cost and expense, and at all times during construction of the Facilities, provide safe access for inspection by City of the Facilities and areas where construction of the Facilities is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the Facilities, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Facilities, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security reasonably acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property, consistent with the requirements of State law.

7.0 Acceptance of Facilities; As-Built or Record Drawings. If the Facilities are completed by Developer in substantial conformance with the Plans and Specifications as determined by City, City shall accept the Facilities within thirty (30) days of receiving written notice (which notice may be by email, if receipt of the email is requested to be, and is acknowledged by, City) from Developer that the Facilities (or any portion thereof) have been completed in substantial conformance with the approved Plans and Specifications and providing one (1) set of as-built plans to City. City may, in its reasonable discretion, accept fully completed portions of the Facilities prior to such time as all of the Facilities are complete, which shall not release or modify Developer's obligation to complete the remainder of the Facilities. Upon the total or partial acceptance of the Facilities by City, Developer shall file with the Recorder's Office of the County of Sutter a notice of completion for the accepted Facilities in accordance with California Civil Code section 9204 ("Notice of Completion"), at which time the

accepted Facilities shall become the sole and exclusive property of City without any payment therefor and the City shall become responsible for the maintenance of the accepted Facilities. Notwithstanding the foregoing, City may not accept any Facilities unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Facilities. The drawings shall be certified and shall reflect the condition of the Facilities as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the Facilities against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Facilities, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Facilities, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost and expense of Developer and its surety. As to any Facilities which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City acceptance of the repaired, replaced, or reconstructed Facilities. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the Facilities, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of receiving the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Facilities and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

10.2 Failure to Remedy; City/County Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 10.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer and its surety,

without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Facilities, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies, and City may institute an action for actual damages (excluding consequential, special or punitive damages), injunctive relief, or specific performance.

11.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, directly attributable to and caused solely and exclusively by the gross negligence or willful misconduct of Developer in connection with Developer's performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

Developer's duty to defend, indemnify, and hold harmless City shall extend through, and conclude upon, the last day of the Warranty period. Notwithstanding, Developer and City acknowledge that nothing in this Section prohibits or otherwise precludes City from seeking equitable or legal relief from Developer as may authorized by law, including those arising from construction defects. This Section shall survive the expiration or termination of this Agreement.

12.0 Insurance.

12.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

12.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

12.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

12.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

12.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Facilities, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Facilities. Such insurance shall be endorsed to include contractual liability.

12.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City in its reasonable discretion. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

12.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City, its elected officials, officers, employees, and agents as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

12.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The general liability, business automotive liability, and worker's compensation policies shall provide that the insurance company waives all right of recovery by way of subrogation or contribution against City in connection with any damage or harm covered by such policy.

12.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

12.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

13.0 Fees Credit and Eligible Costs Reimbursement.

13.1 Allowable Credit. The City shall credit the Developer for all amounts spent, or authorized to be spent, in connection with the design, acquisition and development of the Facilities including, the costs of land if eligible, construction and inspection, engineering, and consulting fees ("Costs") associated with construction of the Facilities, up to an amount not to exceed \$1,848,995 (Programmed Costs") as shown in Exhibit "D", except as otherwise set forth in Section 13.4 below.

13.2 Limitation on Fee Credits. Notwithstanding Section 13.1 above, for any particular type of facility (i.e. sewer, water, roadways, drainage and parks), the amount of fee credits granted to Developer for that type of facility pursuant to this Agreement shall not exceed the fee obligation due from the Developer for that facility type. If the amount of credit from Section 13.1 for a particular facility type exceeds the fee obligation for the Developer for that facility type, the remaining balance shall be paid as a reimbursement to Developer pursuant to the procedures set forth in Section 13.3 below, unless Developer requests that all or a portion of the reimbursements be designated as credits to be assigned per Section 13.6 below to other properties. The fee obligation and fee credits are shown in Exhibit "D".

13.3 Reimbursements. If Developer is owed a reimbursement for any costs of the Facilities, the priority of such reimbursement shall be based on the execution date of the Credit/Reimbursement Agreement, with first in time receiving first reimbursement. The City shall set aside 10% of Impact Fees received from future development to pay reimbursements as it collects fee revenues within the Fee Program. Such payments shall be made by the City annually as funds become available. The fee reimbursements are shown in Exhibit "D". Notwithstanding the foregoing, the obligation arising from this Agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, revenues, and is payable only from the development fees collected for the applicable development impact fee type (ie. roadway, water, sewer, utility, and Harter Specific Plan fee).

13.4 Application of Fee Credit. Fee credits provided pursuant to this Agreement shall be applied to the Project at building permit consistent with City policy. Based on the type of Facilities covered by this Agreement, such fee credits shall only apply to the applicable development impact fee type (ie. roadway, water, sewer, utility, and Harter Specific Plan fee).

13.5 Index. Fee credits or reimbursements shall be adjusted based on the approved index within the Fee Program. Any changes to the approved Fee Program index shall also apply to the fee credits or reimbursements secured by this Agreement.

13.6 Transfer of Fee Credits. Fee credits granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers for development within the City, pursuant to City Council approval. To effect such a transfer, Developer shall submit a written request to the Director that will (i) reference this Agreement; (ii) identify the Developer and assignee if credits are being assigned to a builder or other party; (iii) identify the number of lots or property against which the credits will be applied; (iv) identify the fee credit

balance before and after the transfer; and (v) include a map or other method that is acceptable to the City that identifies the lots or parcels against which the fee credits will be applied. The request for transfer of fee credits will be brought before the City Council for approval. If the City Council approves the fee credit transfer, an executed copy of the approved form shall be kept on file at the City. If the City Council denies the request for a transfer of fee credits, then Section 13.3 shall apply.

14.0 Indemnification of Liability for City-Related Performance Delays. The Developer acknowledges that certain delays may occur due to factors outside the City's or Developer's control, including but not limited to delays related to construction of infrastructure performed by the City, permitting, inspections, utility relocation, or any other work performed by the City or others required for the installation of any City required facilities. The Developer agrees the City shall not be held liable for any delays.

Any such delays shall not be construed as a default by the City under this Agreement, nor shall they be grounds for withholding, reducing, or delaying any reimbursements, credits, or compensation owed to the City pursuant to this Agreement. The City agrees that any Developer project timelines, milestones, or deadlines affected by City-related work delays shall be reasonably extended to accommodate such delays without penalty to the Developer.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights and obligations pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment and assumption agreement in the form attached hereto as Exhibit "F".

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Force Majeure. If the performance of any act required of City or Developer is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the Party required to perform an act, that Party shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event City or Developer claims the existence of such a delay, the Party claiming the delay shall notify the other Party in writing of that fact within ten (10) days after the beginning of any such claimed delay.

15.4 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

If to City: City of Yuba City
Attn: Public Works and Development Services Director
1201 Civic Center Boulevard
Yuba City, CA 95993
Telephone: (530) 822-4626
Facsimile: (530) 822-4694

If to Developer: Dr Horton
Attn: Bonnie Chiu
3000 Lava Ridge Ct. Suite 130
Roseville, CA 95661
Telephone: (916) 317-5525

Depending upon the method of transmittal, notice shall be deemed received as follows: by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days, unless otherwise expressly noted as business days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.12 Approval and Consent. Where the consent or approval of a party is required or necessary under this Agreement, the consent or approval shall not be unreasonably withheld, conditioned or delayed.

15.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.14 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Sutter, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.15 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.17 Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

Dr Horton

By: _____
Bonnie Chiu, Vice President

CITY:

City of Yuba City, a California municipal corporation

By: _____
Diana Langley, City Manager

ATTEST:

_____,
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Harter Estates North Final Map, Recorded July 8, 2024

Recording No. 2024-0005749

[ATTACHED BEHIND THIS PAGE]

RECORD REFERENCES

- (R1) LOT LINE ADJUSTMENT 21 - 10 - DOCUMENT NO. 2022-002643
- (R2) RECORD OF SURVEY FOR SIERRA CENTRAL CREDIT UNION - BOOK 18 OF RUS PAGES 239 (2016)
- (R3) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
- (R4) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029548
- (R5) GRANT DEED FOR TANK / PARK PARCEL - DOCUMENT NO. 2005-0029549
- (R6) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)

LEGEND

- 0 EMBRACES RECORD DATA
- (E) EXISTING
- (P) PROPOSED
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- MON. MONUMENT
- RW RIGHT OF WAY
- S.F. SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- W.E. WALL EASEMENT
- WC WITNESS CORNER
- FOUND MONUMENT AS SHOWN
- SET 50' REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 238, SUTTER COUNTY RECORDS.

SUBDIVIDED AREA = 14.53 ACRES

LOTS = 10.48 ACRES

ROADS = 4.05 ACRES

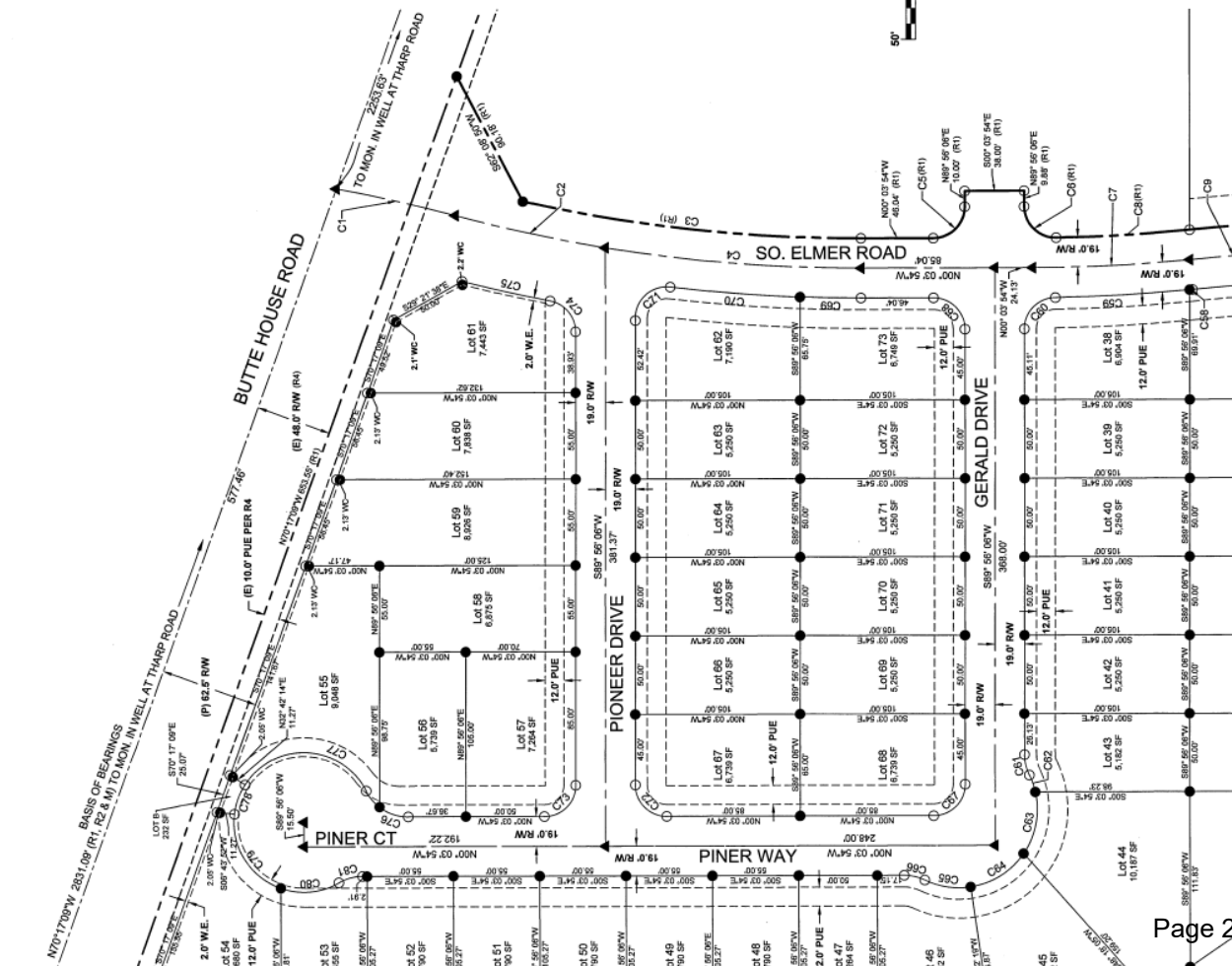
HARTER ESTATES NORTH
CITY OF YUBA CITY

BEING A PORTION OF PARCEL A AS DESCRIBED THE GRANT DEED FOR LOT LINE ADJUSTMENT 21-10 RECORDED FEBRUARY 18, 2022 IN DOCUMENT NUMBER 2022-002643.

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHH INC., 1204 "E" STREET, MARYSVILLE, CA 95901
JANUARY 2024
SHEET 2 OF 3

Curve #	Length	Radius	Data
C1	77.80	1000.00	004°27'28"
C2	87.75	1000.00	005°36'01"
C3	217.17	981.00	012°41'02"
C4	193.69	1000.00	008°22'43"
C5	31.42	20.00	080°00'00"
C6	31.73	20.00	080°30'13"
C7	103.04	1000.00	005°43'55"
C8	62.86	981.00	004°50'42"
C9	100.04	1000.00	005°43'55"

C58	1.91	1019.00	005°30'28"
C59	85.45	1019.00	004°48'16"
C60	31.13	20.00	088°10'47"
C61	13.53	30.00	025°50'31"
C62	11.48	50.00	013°07'36"
C63	41.15	50.00	047°59'23"
C64	41.15	50.00	034°14'18"
C65	29.88	50.00	025°50'31"
C66	13.53	30.00	025°50'31"
C67	31.42	20.00	080°00'00"
C68	31.42	20.00	080°30'00"
C69	38.97	1019.00	002°11'28"
C70	62.86	1019.00	004°39'30"
C71	33.81	20.00	086°31'08"
C72	31.42	20.00	080°30'00"
C73	31.42	20.00	080°00'00"
C74	27.58	20.00	078°00'46"
C75	57.45	1009.00	003°10'00"
C76	19.72	30.00	037°39'19"
C77	93.60	44.50	125°30'22"
C78	20.17	44.50	025°58'22"
C79	60.08	44.50	077°21'44"
C80	38.42	44.50	048°27'47"
C81	15.72	30.00	030°31'46"



RECORD REFERENCES

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- (R6) UNRECORDED ALTA SURVEY FOR HARTER PARKING COMPANY BY VON GELDERN ENGINEERING (1985)

LEGEND

- (I) EMBRACES RECORD DATA
- (E) EXISTING
- (P) PROPOSED
- PUE PUBLIC UTILITY EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- M MEASURED
- MON. MONUMENT
- RFW RIGHT OF WAY
- S.F. SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- W.E. WALL EASEMENT
- WC WITNESS CORNER
- FOUND MONUMENT AS SHOWN
- SET 56" REBAR W/ CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT



HARTER ESTATES NORTH
CITY OF YUBA CITY

BEING A PORTION OF PARCEL A AS DESCRIBED THE GRANT DEED FOR LOT LINE ADJUSTMENT 21-10 RECORDED FEBRUARY 18, 2022 IN DOCUMENT NUMBER 2022-0002643.

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
21185

JANUARY 2024

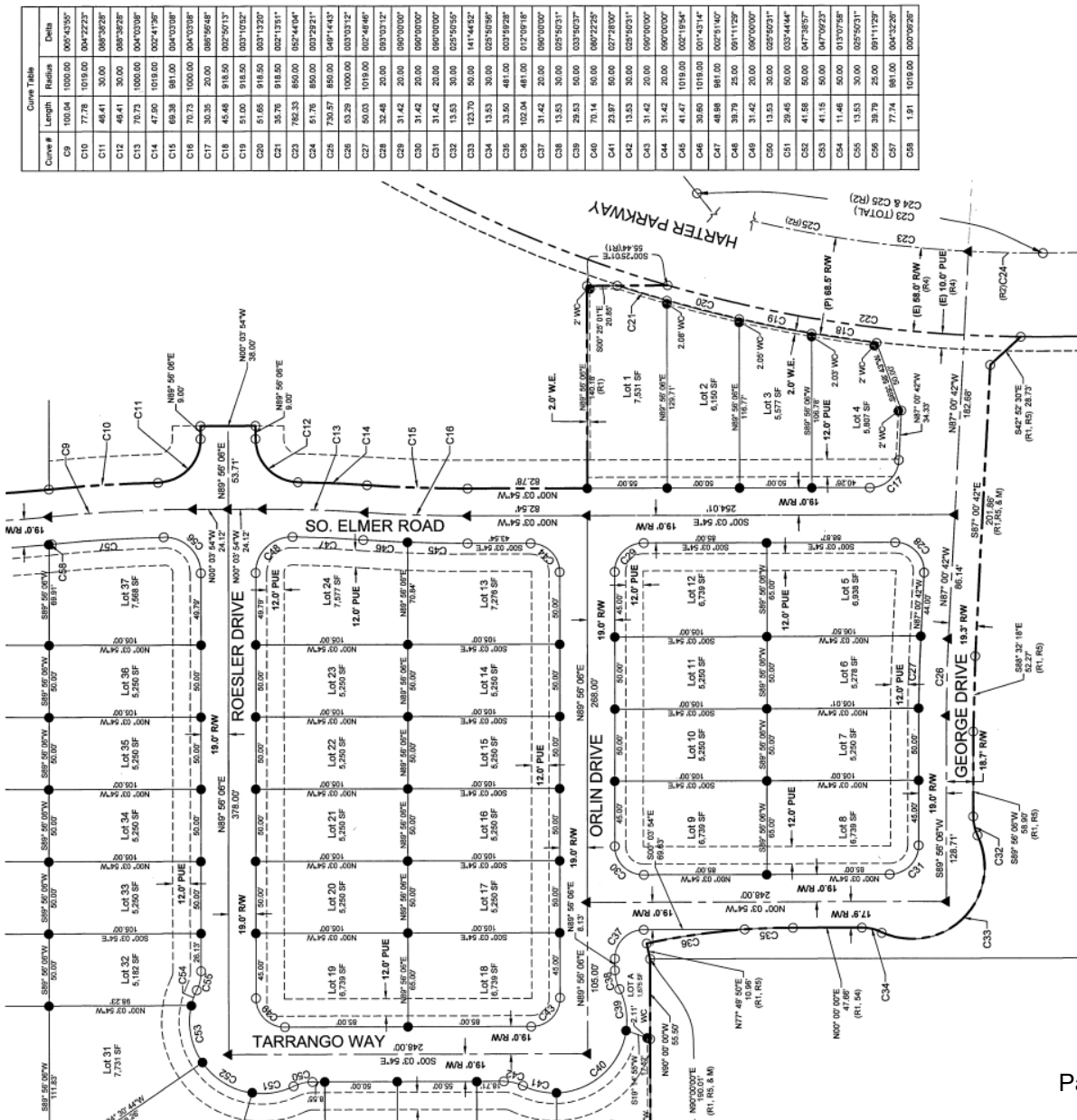


EXHIBIT "B"

EXHIBIT B DESCRIPTION OF FACILITIES

1. Butte House Road

- 1a. Roadway - Station 36+93 to 43+43
- 1b. Drainage- Station 39+60 to 43+50
- 1c. Utility Relocation - Station 36+93 to 43+43

2. Harter Parkway

- 2a. Roadway - Station 74+02 to 77+00
- 2b. Water - Station 74+00 to 77+50

3. South Elmer Drive

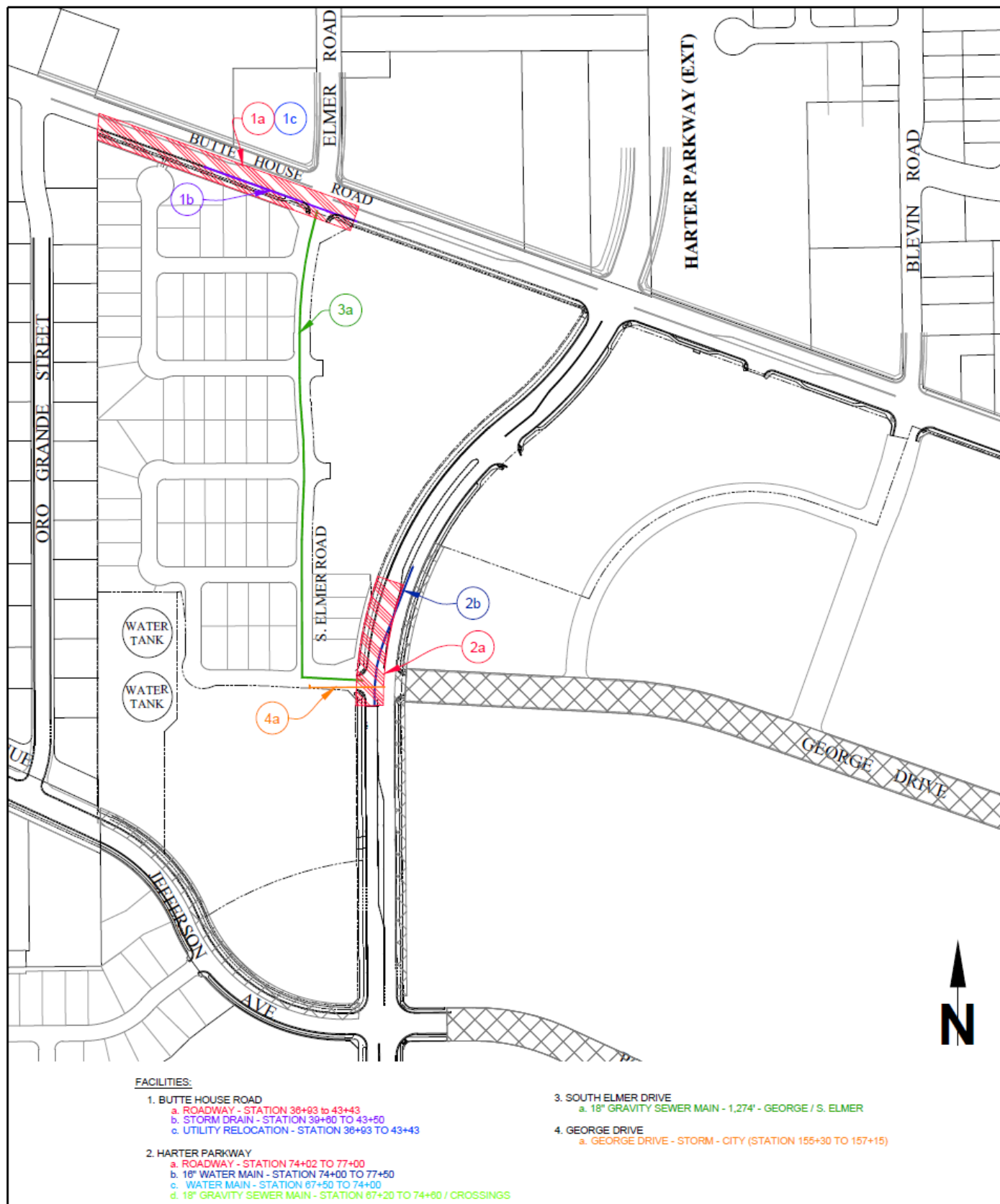
- 3a. Deep 18" Sewer Line (Future George Drive & S Elmer Road)

Fee Program						
City				Harter Plan	Total	
Roadway	Park	Water	Sewer			
76%				24%		100%
100%						100%
				100%		100%
49%				51%		100%
		100%				100%
			100%			100%

EXHIBIT "C"

MAP OF FACILITIES

[ATTACHED BEHIND THIS PAGE]



CITY OF YUBA CITY - HARTER SPECIFIC PLAN
REIMBURSABLE FACILITIES DIAGRAM FIGURE A

EXHIBIT "D"

**ESTIMATED COSTS,
FEE CREDITS, AND ELIGIBLE COST REIMBURSEMENTS**

[ATTACHED BEHIND THIS PAGE]

EXHIBIT D

ESTIMATED COSTS, FEE CREDITS, AND ELIGIBLE COST REIMBURSEMENTS

	Cost Estimate	Fee Program					Total
		City			Harter Plan		
		Roadway	Park	Water			
1. Butte House Road							
1a. Roadway - Station 36+93 to 43+43 ¹	\$ 199,744	\$ 151,806				\$ 47,939	\$ 199,744
1b. Drainage- Station 39+60 to 43+50 ²	\$ 70,983	\$ 70,983					\$ 70,983
1c. Utility Relocation - Station 36+93 to 43+43 ³	\$ 174,123					\$ 174,123	\$ 174,123
Subtotal Butte House	\$ 444,851	\$ 222,789	\$ -	\$ -	\$ -	\$ 222,062	\$ 444,851
2. Harter Parkway							
2a. Roadway - Station 74+02 to 77+00 ⁴	\$ 223,832	\$ 109,678				\$ 114,154	\$ 223,832
2b. Water - Station 74+00 to 77+50 ⁵	\$ 173,257		\$ 173,257				\$ 173,257
Subtotal Harter	\$ 397,089	\$ 109,678	\$ -	\$ 173,257	\$ -	\$ 114,154	\$ 397,089
3. South Elmer Drive							
3a. Deep 18" Sewer Line (Future George Drive & S Elmer Road) ⁶	\$ 1,007,055						\$ 1,007,055
Subtotal Elmer	\$ 1,007,055	\$ -	\$ -	\$ -	\$ 1,007,055	\$ -	\$ 1,007,055
Total Estimated Costs	\$ 1,848,995	\$ 332,467	\$ -	\$ 173,257	\$ 1,007,055	\$ 336,216	\$ 1,848,995

Fee Credit

Fee Amount Per Unit ⁷	\$ 6,654	\$ 4,394	\$ 9,151	\$ 6,908	\$ 5,843		
Single Family Units	73	73	73	73	73		
4a. George Drive Storm Drain Developer Obligation (50%) ⁸	\$ 127,676						
Total Fee Obligation ⁷	\$ 549,581	\$ 320,783	\$ 667,989	\$ 504,320	\$ 426,567		\$ 2,469,241
10% Impact Fee Set Aside Due	\$ 54,958	\$ 32,078	\$ 66,799	\$ 50,432	\$ 42,657		\$ 246,924
Fee Credit Maximum	\$ 494,623	\$ 288,705	\$ 601,190	\$ 453,888	\$ 383,911		\$ 2,222,317
Fee Credit							
Amount Due to Developer (Reimbursement)	\$ 332,467	\$ -	\$ 173,257	\$ 453,888	\$ 336,216		\$ 1,295,828
	\$ 332,467	\$ -	\$ 173,257	\$ 1,007,055	\$ 553,167		\$ 553,167
Impact Fees Due to City⁷	\$ 217,114	\$ 320,783	\$ 494,733	\$ 50,432	\$ 90,351		\$ 1,173,413

¹ DeSilva Gates bid proposal dated 3/15/2024 and MSC bid proposal dated 3/14/2024 for Bid Schedule C.

² Lund Construction awarded bid proposal #24068-1 dated 5/30/2024 for Bid Schedule C, less water bid items.

³ PG&E invoices dated 1/24/2024 and 8/6/2024 and Comcast invoice dated 11/29/2023.

⁴ DeSilva Gates bid proposal dated 3/15/2024 and MSC bid proposal dated 3/14/2024 for Bid Schedule B.

⁵ Lund Construction awarded bid proposal #24068-1 dated 5/30/2024 for Bid Schedule B.

⁶ Lund Construction awarded bid proposal #24061-5 dated 5/30/2024.

⁷ Subject to Development Impact Fee Annual Cost Index.

⁸ Improvements required of the Developer, performed by the City.

EXHIBIT "E"

ASSIGNMENT AND ASSUMPTION AGREEMENT

[ATTACHED BEHIND THIS PAGE]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of the _____ day of _____, _____ by: (i) _____, a _____ ("Assignor"), and (ii) _____, a _____ ("Assignee").

RECITALS

A. Concurrently with the execution and delivery hereof, pursuant to a certain Agreement of Purchase and Sale dated _____, _____ (the "Purchase Agreement") between Assignor and Assignee, Assignor is conveying to Assignee all of Assignor's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

B. It is the desire of Assignor to hereby sell, assign, transfer, convey, set-over and deliver to Assignee all of Assignor's right, title and interest in and to that certain Improvement Credit / Reimbursement Agreement between Assignor, as Developer, and the City of Yuba City, a California municipal corporation, dated as of _____, 20__ (the "Agreement").

AGREEMENT

1. Subject to the terms of the Purchase Agreement, Assignor does hereby sell, assign, transfer, set-over and deliver unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Agreement.

2. Assignee accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Agreement arising on or after the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Agreement and related to the period on or after the date hereof.

3. This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed as of the date first written above.

Assignor:

By: _____

Name: _____

Its: _____

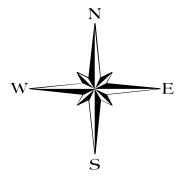
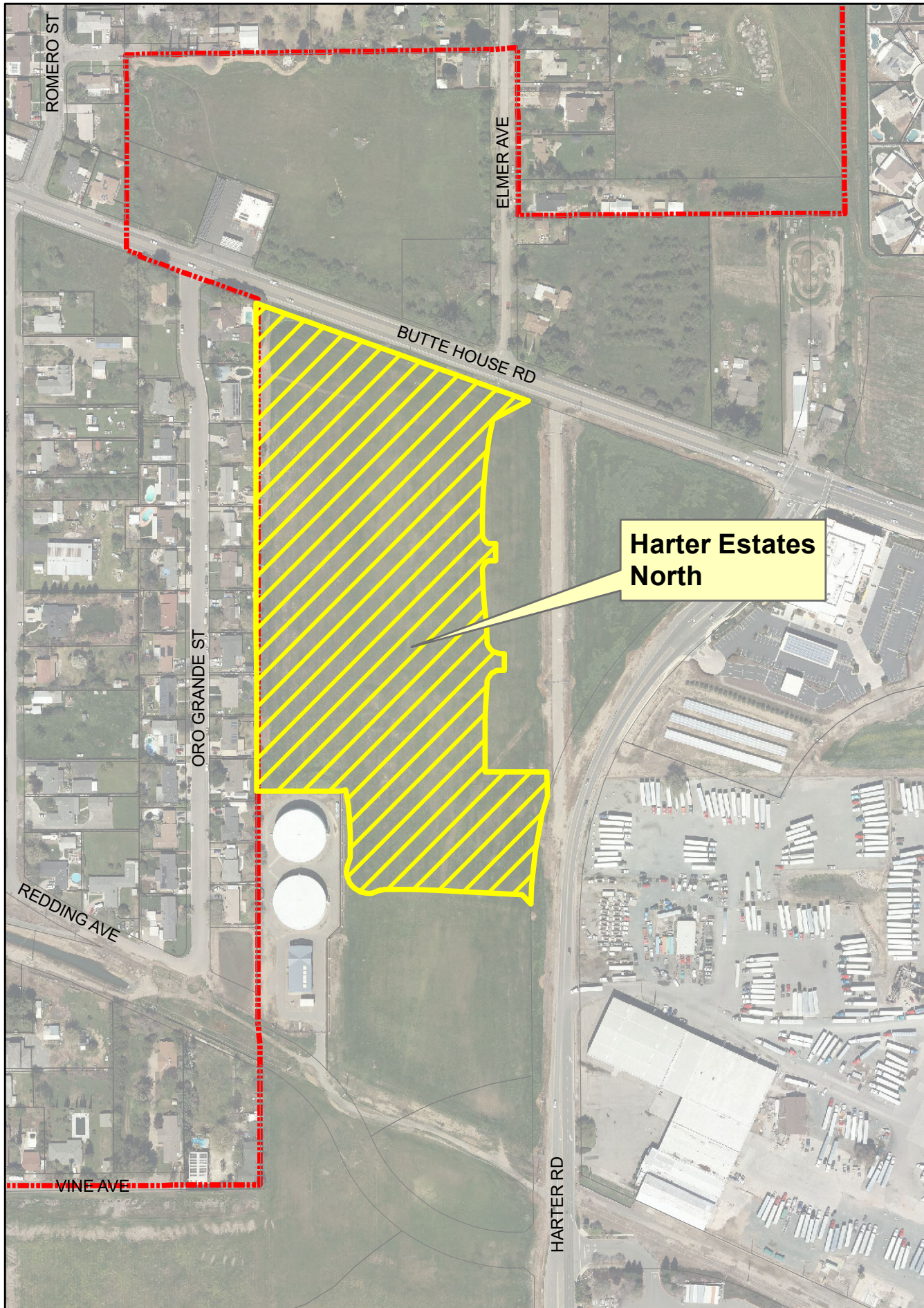
Assignee:

By: _____

Name: _____

Title: _____

ATTACHMENT 2



Location Map: Harter North Estates
Tentative Subdivision Map 19-01

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Senior Engineer

Summary

Subject: Traffic Calming Pilot Project - Sanborn Road at McCune Drive
Recommendation: Adopt a Resolution approving the design of the temporary roundabout on Sanborn Road and McCune Drive in Yuba City as shown in the exhibit, approving the installation of a temporary roundabout on Sanborn Road and McCune Avenue in Yuba City.
Fiscal Impact: Engineer's Estimate \$10,000 – Account No. 3130-63662 (Streets Maintenance - Operations & Maintenance: Signs)

Purpose:

To calm area traffic along Sanborn Road, between Cherry Street and Lincoln Road, through a temporary roundabout installation pilot project.

Council Strategic Goal:

This project addresses the City Council's Strategic Goal of Public Safety and improves the City's quality of life as calming traffic in a residential area will allow residents, pedestrians, and cyclists to feel safer.

Background:

Sanborn Road is classified as a major collector roadway, which runs north-to-south from Cherry Street to south of Bogue Road, in southwestern Yuba City. A major collector roadway is defined as a roadway which gathers traffic from local (residential) roadways, and funnels them into larger arterial roadways like Lincoln and Franklin Road. Collector roadways often experience higher speeds due to the nature of their traffic use, which can be problematic when said collector has houses fronting the roadway. Engineering staff has received numerous complaints about speeding, reckless driving, and accidents along Sanborn Road and in the immediately surrounding area.

Analysis:

In August 2024, Engineering staff met with concerned residents that live along the section of Sanborn Road, north of Lincoln Road, and representatives from Sutter County. Staff discussed various options for traffic calming and enforcement with the residents. Through the discussion, it was determined that residents would be open to a pilot project, in which City staff would install a temporary roundabout consisting of striping modifications, installation of retro-reflective delineators, and other traffic control

devices at the intersection of Sanborn Road and McCune Avenue. The proposed pilot project layout is shown in Exhibit A to the attached Resolution and would continue to facilitate emergency vehicle access and turning movements. All items utilized for the proposed project are easily removable, should the roundabout not perform as desired.

Staff believes that this temporary roundabout will lower traffic speeds, while also preventing dangerous high-speed turning movements which have caused accidents at the intersection. The City's Streets Division will install the proposed improvements in house. City staff will be able to obtain traffic data, including speed and accident history collected before and after the installation of the pilot project to provide accurate data for consideration as to permanently install and apply for funding opportunities.

If the pilot project is determined to be successful, staff will work towards creating a permanent roundabout at the location. Staff estimates that the installation of a permanent roundabout at this location would be approximately \$80,000. To fund the permanent project, staff will pursue grant funding and development mitigation opportunities to help minimize the City's share of costs.

If the pilot project is determined to be unsuccessful, staff will remove all temporary equipment and further analyze the roadway for alternative traffic calming opportunities including the application of stop signs.

Fiscal Impact:

Staff estimates that the total cost for purchasing and installing the equipment will be approximately \$10,000. Funding for the project will be drawn from Street Maintenance Account No. 3130-63662 (Operations & Maintenance: Signs) which currently has a balance of approximately \$20,000.

Alternatives:

1. No action until a funding source is secured for implementation.
2. Implementation of Stop Signs. An All Way Stop Warrant Analysis was performed for the intersection, with the location meeting minimum warrant criteria based on accident history. Installation of an all way stop may not effectively address the traffic calming issues and lead to enforcement needs.

Recommendation:

Adopt a Resolution approving the design of the temporary roundabout on Sanborn Road and McCune Drive in Yuba City as shown in the exhibit, approving the installation of a temporary roundabout on Sanborn Road and McCune Avenue in Yuba City.

Attachments:

1. Attachment 1 - Resolution Sanborn Road Temp Roundabout
2. Exhibit A - Project Exhibit

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE DESIGN OF THE TEMPORARY ROUNDABOUT ON
SANBORN ROAD AND McCUNE AVENUE IN YUBA CITY AS SHOWN
IN THE EXHIBIT AND APPROVING THE INSTALLATION OF A
TEMPORARY ROUNDABOUT**

WHEREAS, the Public Works Director recommends installing a temporary roundabout and related components at the intersection of McCune Avenue and Sanborn Road; and,

WHEREAS, it has been determined by the City Council that such provisions are in the public interest.

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

Section 1. The proposed design of the temporary roundabout at Sanborn Road and McCune Avenue, attached hereto as "Exhibit A", is hereby approved by the City Council of Yuba City.

Section 2. The Public Works Department is hereby authorized and directed to install a temporary roundabout and related components at the intersection of McCune Avenue and Sanborn Road.

Section 2. This resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of November, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachments:
Exhibit A – Project Exhibit

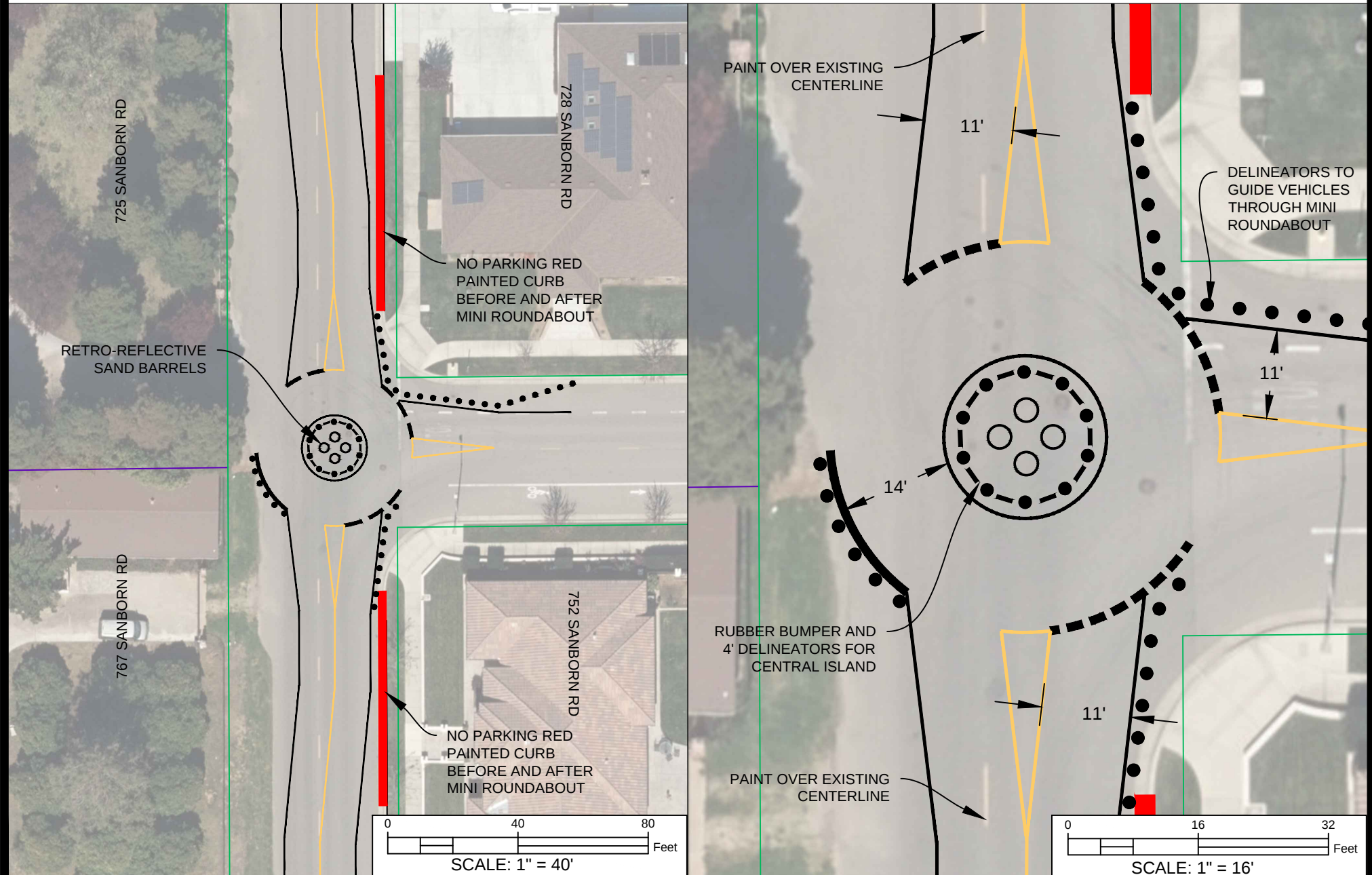
EXHIBIT A



CITY OF YUBA CITY

SANBORN ROAD TRAFFIC CALMING

MINI ROUNDABOUT AT McCUNE AVENUE



CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: 2025 City Council Meeting Calendar
Recommendation: Cancel the January 7, 2025 Regular City Council Meeting, approve the 2025 City Council Meeting Calendar, and provide for Special Workshops to be scheduled as needed
Fiscal Impact: None

Purpose:

To establish the City Council Meeting Calendar for 2025

Background:

The Yuba City Municipal Code Section 2-1.01 sets the Regular Meetings of the City Council to occur on the first and third Tuesday of each month at 6:00 p.m. (5:00 p.m. for any Closed Session items) in the Council Chambers. Special Meetings or Workshops may be called at any time by the Mayor or by a majority of the members of the Council.

In order to allow the City Council to determine their schedules in advance and to allow staff to prepare for meetings and workshops more efficiently, it is proposed that Council approve a Regular Council Meeting Calendar for 2025. The proposed calendar is attached for your reference.

Analysis:

There are no scheduling conflicts with holidays and City Council Meetings in 2025. However, staff recommends that the following meeting be canceled:

January 7, 2025

City Hall offices are typically closed the last week in December for approved Holiday Closure, the time during which the agenda preparation usually occurs. For this reason, the first meeting in January has been canceled.

Special meetings and workshops will be scheduled as needed. At this point, the following Workshops are proposed for the 2025 meeting schedule:

January 29, 2025 – Goal Setting Workshop

Discuss 2025 Goals & Priorities with Staff

May 27, 2025 – Budget Study Workshop

Discuss Fiscal Year 2025-2026 Budget Planning and Projections

Other Considerations:

May 3-7, 2025 - Cap to Cap

The annual Cap-to-Cap conference is May 3-7, 2025. With this in mind, the Council should consider whether a quorum will be available for the meeting on May 6, 2025 and advise staff whether this meeting should remain on the schedule.

Alternatives:

Regular meetings are set by the Municipal Code, however if needed, meetings can be canceled by the Council with sufficient notice, and special meetings can be scheduled as needed.

Fiscal Impact:

No fiscal impact

Recommendation:

Cancel the January 7, 2025 Regular City Council Meeting, approve the 2025 City Council Meeting Calendar, and provide for Special Workshops to be scheduled as needed.

Attachments:

1. 2025 Calendar at a Glance (DRAFT)

Prepared By:

Ciara Wakefield
City Clerk Administrator

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



2025 AT A GLANCE

City Council Meeting Calendar

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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FEBRUARY						
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23	24	25	26	27	28	

MARCH						
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30	31					

APRIL						
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MAY						
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JUNE						
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29	30					

JULY						
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27	28	29	30	31		

AUGUST						
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31						

SEPTEMBER						
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28	29	30				

OCTOBER						
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NOVEMBER						
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30						

DECEMBER						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Council Meeting
	Special Meeting/Workshop
	Holiday/City Hall Closure

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