



AGENDA

MARCH 4, 2025

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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

MAYOR	• Dave Shaw
VICE MAYOR	• Marc Boomgaarden
COUNCILMEMBER	• Toni Cole
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

AGENDA REGULAR MEETING CITY COUNCIL - CITY OF YUBA CITY

*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.*

MARCH 4, 2025
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live-streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_KbmlcB9_T86e813B6mrFpw. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Regular Meeting

Call to Order

Roll Call

☐ Mayor Shaw
☐ Vice Mayor Boomgaarden
☐ Councilmember Cole
☐ 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

Public Communication

1. 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.

2. Minutes of the February 18, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Recommendation: Approve the Minutes of the February 18, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

3. Pioneer Community Energy Expansion to Include the City of Yuba City

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Title 5 of the Yuba City Municipal Code by adding Chapter 27 (Community Choice Aggregation Program) to establish a Community Choice Aggregation Program in the City of Yuba City, by title only, and waive the second reading

4. Planning Commission Membership

Recommendation: Adopt by title only an Ordinance of the City Council of the City of Yuba City repealing and replacing Sections 8-1.01 and 8-1.02 of Title 8, Chapter 1 of the Municipal Code regarding the Planning Commission membership and organization, and waive the second reading

Business Items

5. Presentation and Adoption of the Fire Hazard Severity Zones Ordinance

Recommendation: A. Conduct a Public Hearing on the Fire Hazard Severity Zones for Local Responsibility Areas
B. Introduce by title only an Uncodified Ordinance of the City Council of the City of Yuba City adopting the fire hazard severity zoned by the State Fire Marshal for local responsibility areas, as determined and recommended by the State Fire Marshal pursuant to California Assembly Bill No. 211 and waive the first reading

6. California Citizens' Option for Public Safety (COPS) Grant FY 24/25 Recommended Expenditures

Recommendation: A. Conduct a Public Hearing and after consideration;
B. Adopt a Resolution authorizing receipt, allocation and expenditure of the FY 2024-2025 State of California Citizens' Option for Public Safety Grant (COPS Grant)
C. Authorize the Chief Financial Officer to make budget adjustments as necessary

7. Employment Agreement - Interim Human Resources Director

Recommendation: A. Adopt a Resolution approving an Interim Director of Human Resources Employment Agreement between the City of Yuba City and Gina Rowland; and

B. Adopt a Resolution appointing Gina Rowland as an Interim Director of Human Resources

8. Employment Agreement - Interim City Manager

Recommendation: A. Adopt a Resolution approving an Interim City Manager Employment Agreement between the City of Yuba City and Robert Bendorf; and

B. Adopt a Resolution appointing Robert Bendorf as an Interim City Manager

9. California Department of Transportation Proposal for Improvements on State Route 20 at Humphrey Road

Recommendation: Consider the California Department of Transportation's proposal for the installation of a roundabout or traffic signal at the State Route 20 and Humphrey Road intersection and provide direction to staff regarding submission of a letter providing the City Council's formal position

Future Agenda Items

10. 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

11. City Manager's Report

12. City Council Reports

Adjournment

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: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: Minutes of the February 18, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council
Recommendation: Approve the Minutes of the February 18, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council
Fiscal Impact: None

Attachments:

1. 02-18-2025 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY AND CITY COUNCIL
CITY COUNCIL - CITY OF YUBA CITY
FEBRUARY 18, 2025

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 Shaw at 5:30 PM

Roll Call

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

Absent: Councilmember Kirchner

Closed Session

- A. Public Employee - Appointment/Employment (Pursuant to Government Code, § 54957)
Title: City Manager
- B. Public Employee - Appointment/Employment (Pursuant to Government Code, § 54957)
Title: Interim City Manager
- C. Conference with Labor Negotiators pursuant to Government Code §54957.6 Agency Designated Representatives: David Shaw and Marc Boomgaarden Employee: Interim City Manager

No public comment received

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:07 PM

Roll Call

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

Absent: Councilmember Kirchner

Invocation/Inspiration

Johnny Burke

Pledge of Allegiance to the Flag

Councilmember Cole

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney

Reportable action (Items B & C): Ad Hoc Committee has been authorized to reach out to final City Manager candidates and bring back an item for City Council for approval if a preliminary resolution can be reached

Agenda Modifications

Item 3 (Gift from Toride, Japan) was moved to Item 2. Item 2 (SACOG Presentation) then became Item 3.

Ceremonial Presentations

1. Sutter Animal Services Authority – Presentation

Megan Anderson, Animal Services Manager, gave a presentation

2. Sacramento Area Council of Governments - Blueprint Presentation

Kacey Lizon, SACOG's Deputy Executive Director of Programs, gave a presentation on the 2025 Blueprint

3. Receive 35th Anniversary Gift from Toride, Japan - Yuba City's Sister City

Mayor Shaw formally received a gift from Toride, Japan

Public Communication

4. Appearance of Interested Citizens

Sarah Dellett spoke

Consent Calendar

Councilmember Pasquale moved and Councilmember Cole seconded the motion to approve Consent Calendar items 5-13

5. Minutes of the January 21, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council, Minutes of the January 29, 2025 City Council Goals and Priorities Workshop, Minutes of the January 29, 2025 City Council Special Meeting Closed Session, Minutes of the February 4, 2025 Special Meeting of the City Council, Minutes of the February 4, 2025 Regular Meeting of the City Council, and Minutes of the February 12, 2025 City Council Special Meeting Closed Session

Approve the Minutes of the January 21, 2025 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council, Minutes of the January 29, 2025 City Council Goals and Priorities Workshop, Minutes of the January 29, 2025 City Council Special Meeting Closed Session, Minutes of the February 4, 2025 Special Meeting of the City Council, Minutes of the February 4, 2025 Regular Meeting of the City Council, and Minutes of the February 12, 2025

6. Microsoft Enterprise License Agreement Software Renewal

Adopt **Resolution 25-014** authorizing the City Manager to enter into a 3-year agreement with SHI International Corp. of Somerset, New Jersey for the purchase of Microsoft software and cloud services utilizing the County of Riverside Microsoft Enterprise License Agreement in the amount of \$139,504.93 per year with the finding it is in the best interest of the City

7. Design Immunity Ordinance Update

Adopt by title only **Ordinance 005-25** of the City Council of the City of Yuba City adding Chapter 12 of Title 6, including Section 6- 12.01, to the Yuba City Municipal Code establishing powers and authority to approve plans or designs for public works projects and waive the second reading

8. Planning Commission Membership

- A. Adopt by title only **Ordinance 006-25** of the City Council of the City of Yuba City repealing and replacing Sections 8-1.01 and 8-1.02 of Title 8, Chapter 1 of the Municipal Code regarding the Planning Commission membership and organization, and waive the second reading; and
- B. Adopt **Resolution 25-015** of the City Council of the City of Yuba City to remove and reappoint City Planning Commissioners on an interim basis until new District Planning Commissioners are established by the City Council

9. Water System Consolidation - Wildewood East Mutual Water Company

Adopt **Resolution 25-016** authorizing the Public Works Director to sign and file a grant application for a financing agreement with the State Water Resources Control Board for the construction of the Wildwood East Mutual Water Company Water Consolidation Project

10. Permanent Local Housing Allocation (PLHA) – Subrecipient Agreements

Adopt **Resolution 25-017** approving two (2) subrecipient agreements for the City's 2020 Permanent Local Housing Allocation (PLHA) funding from the California Department of Housing and Community Development (HCD), and;

- A. Authorize the City Manager to execute the approved agreements, and;
- B. Authorize the Finance Director to make a supplemental appropriation of \$718,893.67 to account 208-43495 to receive grant funds, a supplemental appropriation of \$694,713.32 to account 6048-65305 for program expenditures, and a supplemental appropriation of \$39,737.35 to transfer funds for administrative costs to accounts 6048-Z69990 and 100-69980

11. Landscape Maintenance Agreement - 728 Colusa Avenue (Southeast corner of State Route 20 and Clark Avenue)

Adopt **Resolution 25-018** which makes the following actions:

- A. Adopts a finding of Class 1 Categorical Exemption for the project per CEQA Guidelines Section 15301 (Existing Facilities)
- B. Authorizes the execution of a Landscape Maintenance Agreement with the State of California for the maintenance of developed property within State Route 20 right-of-way associated with 728 Colusa Avenue
- C. Authorizes the execution of a Landscape Maintenance Agreement with the property owner of 728 Colusa Avenue, Clark and 20 Development, LP, for the maintenance of developed property within State Route 20 right-of-way associated with 728 Colusa Avenue

12. 2025 Water Rate Update

Adopt **Resolution 25-019** approving the rates for water services at the 2016 Proposition 218 approved limits, until superseded by additional Council action

13. Classification and Compensation Study - Contract Amendment

Adopt **Resolution 25-020** approving Amendment No. 1 to the Professional Services Agreement with Koff & Associate, now a division of Gallagher Benefit Services, to conclude the classification and compensation study, and authorize the City Manager to execute the amendment following approval as to form by the City Attorney, with the finding that it is in the best interest of the City

The motion was passed with 4 votes [Kirchner absent]

Business Items

14. Sale and Transfer of Carryover Water Supply to San Geronio Pass Water Agency

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

- A. Authorize the sale and transfer of up to 3,000 acre feet of carryover water to San Geronio Pass Water Agency
- B. Adopt **Resolution 25-021** authorizing the Public Works Director or designee to apply, accept, and execute all documents associated with the sale and transfer of up to 3,000 acre feet of Yuba City carryover water supply to San Geronio Pass Water Agency on behalf of the City, and determination per CEQA Guidelines Sections 15282(u) (Temporary Changes in Point of Diversion), Water Code Section 1729 (Temporary Change Exemption), Section 15301 (Existing Facilities), and Section 15061(b)(3) (Common Sense Exemption), subject to approval as to legal form by the City Attorney or water counsel
- C. Adopt **Resolution 25-022** authorizing the Public Works Director or designee to apply, accept, and execute all documents with the Department of Water Resources associated with the sale and transfer of up to 3,000 acre feet of Yuba City carryover water supply to San Geronio Pass Water Agency on behalf of the City, subject to approval as to legal form by the City Attorney or water counsel

D. Authorize the Finance Director to deposit the revenue acquired by the sale and transfer of carryover water supply to San Geronio Pass Water Agency into Revenue Account No. 507-49010 (Water Operating – Other Revenue)

The motion was passed with 4 votes [Kirchner absent]

15. FY 2024/25 Proposed Budget Reduction Measures

Manny Cardoza spoke
Jerry Toblert spoke

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

Adopt **Resolution 25-023** approving the FY 2024/25 proposed budget reduction measures and corresponding service modifications

The motion was passed with 4 votes [Kirchner absent]

Future Agenda Items

16. Future Agenda Items

Councilmember Pasquale requested an update on the Downtown Business Association moratorium on tobacco sales

Reports and Communications

17. City Manager's Report

18. City Council Reports

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

Adjournment

Mayor Shaw adjourned the meeting in memory of Charles "Chuck" Pappageorge, former Mayor of Yuba City at 8:13 PM

CITY OF YUBA CITY
STAFF REPORT

Date: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Pioneer Community Energy Expansion to Include the City of Yuba City
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Title 5 of the Yuba City Municipal Code by adding Chapter 27 (Community Choice Aggregation Program) to establish a Community Choice Aggregation Program in the City of Yuba City, by title only, and waive the second reading
Fiscal Impact: There is no cost to join Pioneer Community Energy as the cost to new members is funded through Pioneer rates

Purpose:

To offer opportunities to residents and businesses within Yuba City an alternative energy provider option.

Council's Strategic Goal:

This item addresses Council's Strategic Goals of Fiscal Responsibility and Business Friendly.

Background:

Pioneer Community Energy (Pioneer) is a Joint Powers Authority (JPA) formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary objective of providing competitive rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply (generation), and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure, as well as to provide meter reading and billing services for Pioneer's customers.

On June 18, 2024, the Pioneer executive team gave a presentation to the City Council. This presentation was an overview of the many benefits of CCAs in general and Pioneer specifically. At this

meeting, Council authorized staff to proceed with an Impact Assessment Study. The Impact Assessment Study was completed in September and an overview presentation was provided to staff.

At the December 19, 2024, Pioneer Governing Board meeting, the Board approved unanimously to allow staff to begin the process of amending the JPA to allow the Counties of Butte, Nevada, Sutter, and Tuolumne; the Cities of Chico, Oroville, Live Oak, Sonora, and Yuba City; and the Town of Paradise to join.

At the January 21, 2025, Council meeting, Pioneer staff provided a presentation on the results of the Impact Assessment Study and highlighted some of the benefits of joining Pioneer.

- Stable and Competitive Rates – From 2018 through 2023, Pioneer customers have saved \$85 million, with an additional \$21 million in anticipated savings in 2024.
- Local Control – As a member of the JPA, the City/County will have one seat on the Pioneer Board of Directors. This person is appointed by the Council/Board from the elected officials. All meetings are open to the public and every representative's voice will be heard.
- Legislative & Regulatory Influence & Advocacy – Pioneer is an advocate for the member agency residents and businesses by working with the California State Legislature, the California Public Utilities Commission (CPUC), the California Energy Commission, and PG&E on behalf of customer interests and concerns.
- Local Jobs and Power Supply Resources – Pioneer supports local business and prioritizes local power contracts, goods and services. The projected savings for Pioneer customers will result in additional spending by residents and businesses, further stimulating the local economy.
- Programs – The new members will have an impact on energy efficiency programs that are developed and the ability to customize programs to meet their specific needs.

Council conducted a public hearing, in which Phil Treanor spoke and noted that he introduced Sutter County and Yuba City to Pioneer. He indicated that he thought the City should do more research related to other CCA's available for potential participation. Upon closure of the public hearing, Council approved the introduction of the attached Ordinance. The Council subsequently approved the second reading. However, out of an abundance of caution to ensure all procedural requirements have been met, this item is being presented to the Council for final approval.

Analysis:

In order to join Pioneer, the City Council needs to adopt a Resolution requesting to join and to approve Pioneer's Amended and Restated Joint Exercise of Powers Agreement, as amended through Amendment No. 5.

In order to allow the City to join a CCA, the City Council needs to adopt the attached Ordinance amending Title 5 of the Yuba City Municipal Code by adding Chapter 27 (Community Choice Aggregation Program) to establish a Community Choice Aggregation Program in the City.

Once approved by the potential expansion agencies, Pioneer plans to submit an Implementation Plan detailing Pioneer's expansion and planned service launch to the CPUC in March 2025. Based on results of the Impact Assessment Study, the optimal time for a service launch into expansion territories is October 2027, which allows Pioneer's procurement team the time needed to secure power resources while remaining in compliance and avoids the costly summer months. Pioneer will work with the City on a comprehensive education and outreach campaign to ensure a strong public understanding of expansion into each area.

Fiscal Impact:

There is no cost to the City to join Pioneer Community Energy as the cost to new members is funded through Pioneer rates. Also, joining Pioneer Community Energy will provide Yuba City businesses and residents with another option for the purchase of power.

Alternatives:

Do not authorize joining Pioneer Community Energy as a member agency.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City amending Title 5 of the Yuba City Municipal Code by adding Chapter 27 (Community Choice Aggregation Program) to establish a Community Choice Aggregation Program in the City of Yuba City, by title only, and waive the second reading

Attachments:

1. Ordinance - Community Choice Aggregation

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AMENDING TITLE 5 OF THE YUBA CITY MUNICIPAL CODE BY ADDING CHAPTER 27 (COMMUNITY CHOICE AGGREGATION PROGRAM) TO ESTABLISH A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE CITY OF YUBA CITY

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and

WHEREAS, on September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and

WHEREAS, the California Public Utilities Commission certified the “Implementation Plan” of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and

WHEREAS, on February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy (“Pioneer Community Energy”), as it is known today; and

WHEREAS, Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and

WHEREAS, Currently electricity is generated and provided to the residents of the City of Yuba City by Pacific Gas and Electric Company (PG&E) with no alternative provider for the City; and

WHEREAS, the City Council finds it important that the City’s residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E; and

WHEREAS, on June 18, 2024, the Pioneer Community Energy executive team gave a presentation to the City Council, providing an overview of the benefits of a CCA program and Pioneer Community Energy specifically; and

WHEREAS, Pioneer Community Energy prepared an Impact Assessment Study to evaluate the financial feasibility and assesses risk of expanding their service area to include the City of Yuba City and other agencies; and

WHEREAS, contingent on completion of those discussions and studies, the City Council believes joining Pioneer Community Energy will provide financial and other advantages to businesses and residents of the City; and

WHEREAS, Pioneer Community Energy's Amended and Restated Joint Powers Agreement requires a prospective member to individually adopt a Resolution of Intent expressing desire to become a member of the Joint Powers Authority and adopt an Ordinance electing to implement a CCA within Yuba City under California Public Utilities Code section 366.2; and

WHEREAS, the City Council now desires to amend Title 5 of the Yuba City Municipal Code to establish a new Chapter 27 (Community Choice Aggregation Program).

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. The City Council finds that adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the Ordinance is exempt from CEQA, as there is no possibility that the Ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

Section 3. Title 5 of the Yuba City Municipal Code is amended to add Chapter 27 to, read in its entirety as follows:

CHAPTER 27 – COMMUNITY CHOICE AGGREGATION PROGRAM

Sec. 5-27.01 Purpose and Intent.

The Council recognizes that the public welfare is served if customers have the option to aggregate their electrical loads as members of their local community with community choice aggregators as contemplated by Public Utilities Code Section 366.2. It is the purpose and intent of this chapter to implement a community choice aggregation program for customers within the City who desire to aggregate their electrical loads.

Sec. 5-27.02. Implementation of Community Choice Aggregation Program.

The City Council authorizes the implementation of a Community Choice Aggregation Program within the areas currently served by Pacific Gas & Electric (PG&E) through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority (Pioneer Community Energy), contingent on all of the following: (a) completion of the impact analysis by Pioneer Community Energy, and acceptance of the same by the City Council; (b) adoption of a resolution of intent by the City Council expressing the City of Yuba City's desire to become a member of Pioneer Community Energy, (c) approval of a Joint Powers Agreement with Pioneer Community Energy, as amended, by the City Council on behalf of the City, (d) approval by the Governing Board of Pioneer Community Energy of the membership of the City of Yuba City, and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the City of Yuba City.

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 21st day of January 2025, and adopted at a regular meeting thereof held on the 4th day of February 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Planning Commission Membership
Recommendation: Adopt by title only an Ordinance of the City Council of the City of Yuba City repealing and replacing Sections 8-1.01 and 8-1.02 of Title 8, Chapter 1 of the Municipal Code regarding the Planning Commission membership and organization, 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 adopt an ordinance to reorganize the Planning Commission from at-large to council district representation and provide for continued County participation. Additionally, all Planning Commissioners are being reappointed on an interim basis until new District Planning Commissioners are established.

Council's Strategic Goal:

Updating the Planning Commission's representation from at-large positions to appointments made by individual City Council members that will include recently annexed areas into the City addresses the City Council's overarching goal of quality of life.

Background:

The Planning Commission was established by Ordinance No. 192, and this commences at Municipal Code Section 8-1.01.

Traditionally, the Planning Commission has been comprised of six at-large members of the community serving 4-year terms. A seventh member has traditionally been appointed by Sutter County and similarly, the City has traditionally appointed a member to the County Planning Commission.

In 2024, the City Council transitioned from at-large representation to five individual Council districts. Consistent with this action, it is appropriate for the City Council to consider updating the Planning Commission's organization and membership where there are five members, representing each City Council District.

On February 4, 2025, the City Council introduced an ordinance regarding the Planning Commission's

membership and organization to transition the Commission from at-large to individual Council District representation.

Analysis:

The proposed ordinance will transition the Planning Commission to a five voting member Commission where each City Council member nominates a commissioner that must be confirmed by the City Council.

The proposed ordinance provides that Sutter County may nominate a liaison to the Commission subject to approval by the City Council.

The proposed ordinance provides that once a planning commissioner is confirmed by the City Council, they shall serve a term of the same duration as the City Council member who nominated them. Upon re-election, a City Council member may either renominate an existing Commissioner to an additional term or may nominate a different person from their district.

The proposed ordinance provides that a confirmed planning commissioner may be removed at any time, with or without cause, by action of the City Council (3-votes).

A review of the Planning Commission Bylaws determined that no revisions are necessary in order to accommodate the ordinance amendments.

To maintain a quorum of Planning Commissioners during this transition, a resolution is proposed to remove and reappoint all Planning Commissioners on an interim basis until new District Planning Commissioners are established pursuant to the new ordinance. This will ensure that development applications will continue to be heard timely during this process.

Environmental Review

A review of the California Environmental Quality Act (CEQA) Guidelines determined that adoption of an ordinance regarding Planning Commission membership and organization is exempt from CEQA review pursuant to CEQA Guidelines Section 15061 (b)(3) (General Rule Exemption) where the activity is covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Fiscal Impact:

No direct fiscal impact will result from amending the Municipal Code to potentially revise the composition of the Planning Commission.

Alternatives:

The City Council may revise the proposed ordinance as it determines necessary or the Council may determine not to amend the Ordinance to revise the Planning Commission organization and membership. Finally, the City Council may provide alternative guidance to staff concerning this issue.

Recommendations:

Adopt by title only an Ordinance of the City Council of the City of Yuba City repealing and replacing Sections 8-1.01 and 8-1.02 of Title 8, Chapter 1 of the Municipal Code regarding the Planning

Commission membership and organization, and waive the second reading

Attachments:

1. Proposed Ordinance
2. Map of City Council Districts

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
AND REPLACING SECTIONS 8-1.01 AND 8-1.02 OF CHAPTER 1 OF TITLE 8, OF THE
MUNICIPAL CODE REGARDING THE PLANNING COMMISSION MEMBERSHIP
AND ORGANIZATION**

WHEREAS, in 2022 the City Council of the City of Yuba City transitioned from at-large to individual district representation on the City Council, which transition was completed in December of 2024; and

WHEREAS, the City Council similarly desires to reorganize the Planning Commission and transition from at-large to individual district representation and this will reduce the size of the Planning Commission from seven to five members to coincide with one Planning Commissioner representative from each City Council member district; and

WHEREAS, traditionally, the City and County have each appointed a Planning Commissioner to each agency's Planning Commission; however, with this reorganization, having an additional Planning Commissioner can result in tied decisions; however, the City Council believes there are benefits to having County Planning Commissioner participation on the City Planning Commission and therefore, is including a non-voting liaison who may provide input during Commission meetings.

WHEREAS, the City Council considered this ordinance pursuant to a noticed public hearing at its meeting on February 4, 2025, and now desires to adopt the same.

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 Planning Commission membership and terms of office is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as the membership of the Planning Commission is an organizational or administrative activity of the City that will not result in direct or indirect physical changes to the environment as contemplated by CEQA Guidelines section 15378. As such, this activity is not subject to CEQA.

SECTION 3. Sections 8-1.01 and 8-1.02 of Title 8, Chapter 1 of the Yuba City Municipal Code are repealed in their entirety and replaced with the following Section 8-1.01:

Section 8-1.01. – Created, Membership

The Planning Commission is established and created by Ordinance No. 192 entitled "An Ordinance Establishing and Creating a City Planning Commission," as amendment, is hereby re-established and recreated without loss of continuity under and by authority of the State

Planning Law. The Planning Commission shall have all the powers, functions and duties provided for by State Planning Law, the laws of the City and as delegated in accordance with applicable laws. The Planning Commission have the authority to appoint a chair and vice-chair, and to adopt bylaws consistent with policies established by the Council. The organization, membership, terms and methods of appointment and removal of members, and compensation of the Planning Commission shall be as follows:

- (a) There shall be five voting members of the Planning Commission.
- (b) Each member of the City Council shall nominate a person from among the residents of their district to serve as a Planning Commissioner. The City Council may establish by resolution recruitment and service requirements, criteria and attendance standards governing service on the Planning Commission. A person nominated shall be confirmed by a majority vote of the City Council.
- (c) A confirmed Planning Commissioner shall serve a term of the same duration as the Council member who appointed them and shall serve at the pleasure of said Council member. Upon election or re-election, a City Council member shall either renominate an existing Planning Commissioner to another term or may nominate a different resident of their district. A City Council member may also seek removal and nominate another resident of their district to the Planning Commission at any time. All nominations shall be confirmed by a majority vote of the City Council. When a new City Council member is elected to a district, the existing Planning Commissioner for that district will continue to serve until they are either renominated and reconfirmed or a successor is confirmed by the City Council.
- (d) A Planning Commissioner or liaison may be removed at any time, with or without cause, by action of the City Council.
- (e) Annually, the County of Sutter may nominate a non-voting liaison to the Yuba City Planning Commission who may provide input. A liaison may be confirmed by a majority vote of the City Council.
- (f) Annually, the Planning Commission may nominate a member to serve on the Sutter County Planning Commission as either a voting member or liaison, consistent with County ordinance. The City Council may accept the person nominated as the City's designee and the City Clerk shall forward said designation to the Sutter County Board of Supervisors for confirmation.

- (g) The Development Services Director shall be an ex-officio member and shall serve as the secretary to the Commission. All members of the Commission shall have the right to vote; ex-officio members and liaison shall not have the right to vote.
- (h) Compensation for the Planning Commission may be established by adopted resolution of the City Council.
- (i) To effectuate initial implementation of this ordinance, the City Council may adopt a resolution removing all members of the Planning Commission and then immediately re-appoint five members thereof for an interim period, with each member being assigned to a Council district regardless of current residency within the City. The interim appointment period shall be until another Planning Commissioner is appointed to that district, or through February 27th following the election or re-election of a City Council member for that district.

SECTION 4. 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 5. Effective Date. This Ordinance shall be effective on the thirty-first day after its adoption.

This Ordinance was introduced on February 4, 2025, and duly adopted by the City Council of the City of Yuba City at its duly noticed regular meeting _____, 2025, by the following electronic vote:

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

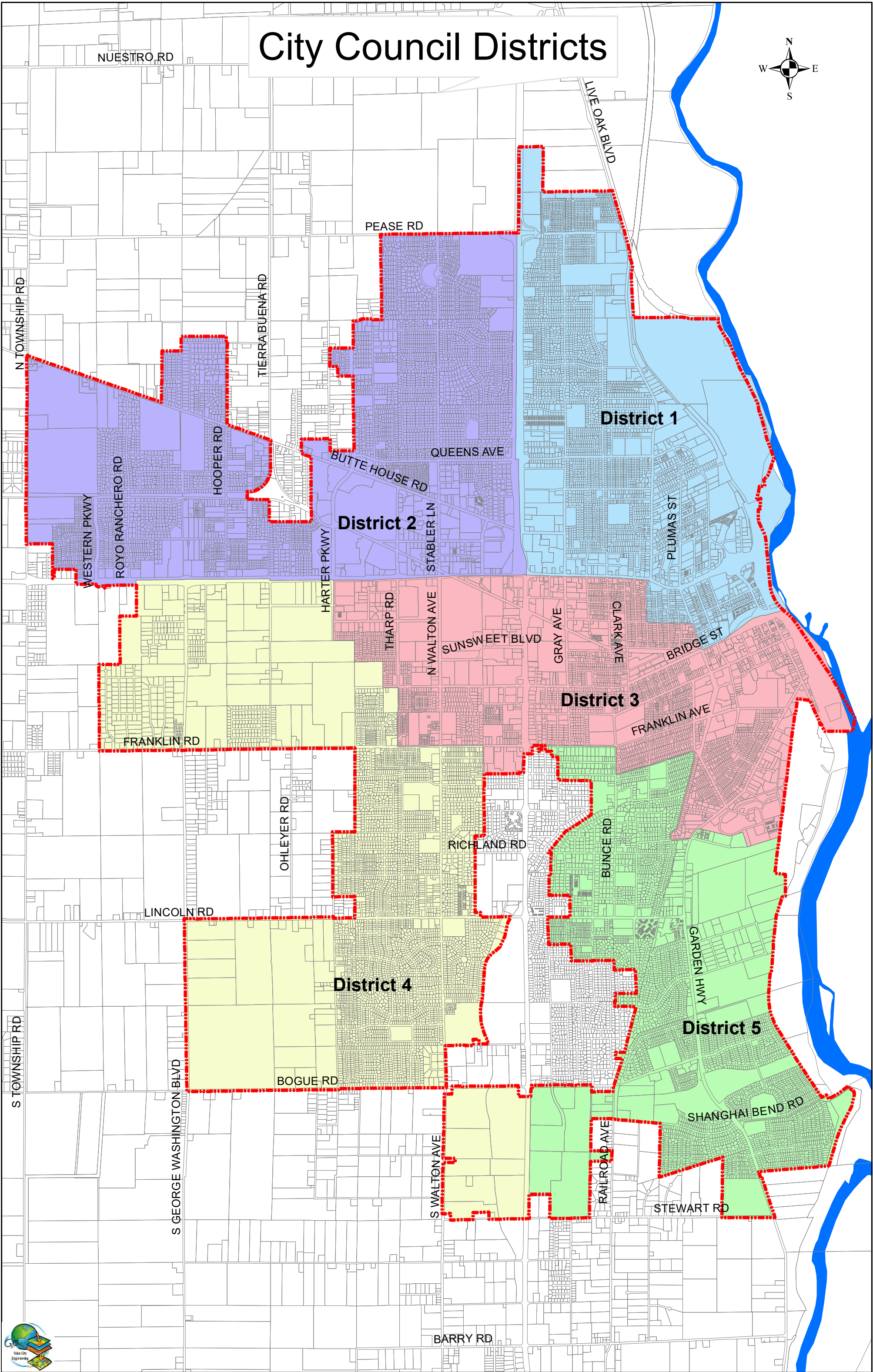
Dave Shaw, Mayor
 City of Yuba City

Attest:

Ciara Wakefield, City Clerk
 City of Yuba City

Attachment 2

City Council Districts



CITY OF YUBA CITY
STAFF REPORT

Date: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief

Summary

Subject: Presentation and Adoption of the Fire Hazard Severity Zones Ordinance
Recommendation: A. Conduct a Public Hearing on the Fire Hazard Severity Zones for Local Responsibility Areas
B. Introduce by title only an Uncodified Ordinance of the City Council of the City of Yuba City adopting the fire hazard severity zoned by the State Fire Marshal for local responsibility areas, as determined and recommended by the State Fire Marshal pursuant to California Assembly Bill No. 211 and waive the first reading
Fiscal Impact: No direct fiscal impact from adopting the Ordinance on Fire Hazard Severity Zones

Purpose:

This Staff Report is submitted to comply with California Assembly Bill No. 211, which mandates local agencies to designate moderate, high, and very high fire severity zones within their jurisdiction by ordinance, no later than 120 days after receiving the recommendations from the State Fire Marshal.

Council's Strategic Goal:

Approving an ordinance to adopt the fire hazard severity zones addresses the City Council's Public Safety Strategic Goal by identifying wildland urban interface threats.

Background:

The identification and designation of Fire Hazard Severity Zones (FHSZ) are essential components of California's ongoing efforts to manage wildfire risks and protect communities from the devastating effects of wildfires. FHSZ classifications help local agencies and residents understand the fire hazard in specific areas, enabling more effective planning, mitigation strategies, and regulations to reduce the potential for loss and destruction.

Key Terminology and Legislative History

- **Fire Hazard Severity Zones (FHSZ):** The State Fire Marshal designates areas within California as moderate, high, or very high fire hazard severity zones. These classifications are based on a set of statewide criteria that take into account weather patterns, vegetation, topography, and other environmental factors to assess fire potential over the next 50 years.

- **State Responsibility Area (SRA):** This term refers to areas where the State holds financial responsibility for wildland fire protection and prevention. These areas are typically unincorporated, rural, or wildland regions where CAL FIRE is the primary agency for wildfire management.
- **Local Responsibility Area (LRA):** In contrast, Local Responsibility Areas are those where local governments are responsible for wildfire protection and prevention. This includes incorporated cities, urban areas, agricultural lands, and certain desert regions.

Historical Legislation and Developments

- **1982 (PRC 4201):** The California Public Resources Code (PRC) 4201 mandated that CAL FIRE develop Fire Hazard Severity Zones within State Responsibility Areas (SRA), forming the foundation of California's statewide wildfire risk classification.
- **1985:** CAL FIRE released its first Fire Hazard Severity Zone maps, setting the stage for statewide wildfire risk identification and providing critical information for fire prevention and mitigation planning.
- **1991 (Tunnels Fire, Oakland Hills):** A catastrophic wildfire in the Oakland Hills resulted in the destruction of 2,900 structures and 25 fatalities. This disaster underscored the need for more comprehensive wildfire risk management and mitigation efforts, particularly in urban and suburban areas.
- **1992 (Bates Bill):** This bill required CAL FIRE to expand its identification of Very High Fire Hazard Severity Zones (FHSZ) to include Local Responsibility Areas (LRA), broadening the scope of fire hazard assessment and ensuring that wildfire risk was acknowledged in urban environments.
- **2007:** CAL FIRE finalized a statewide model to include Very High FHSZ in LRA, recognizing the increasing wildfire risk to urban and suburban areas.
- **2017 (Tubbs Fire, Santa Rosa):** A devastating fire that destroyed 5,643 structures and caused 22 fatalities, highlighting the intensifying impacts of wildfires across California, particularly in populated areas.
- **2018 (Camp Fire, Paradise):** The Camp Fire became the deadliest and most destructive fire in California's history, destroying 18,804 structures and claiming 85 lives. This tragedy intensified calls for comprehensive wildfire risk management and stronger fire prevention efforts statewide.
- **2021 (AB 642 & SB 63):** These legislative measures required CAL FIRE to identify moderate and high Fire Hazard Severity Zones in Local Responsibility Areas (LRA), expanding fire hazard mapping to a wider range of urban and suburban communities.
- **2022 (AB 211):** This law mandates that local agencies, including cities and counties, adopt ordinances designating moderate and high Fire Hazard Severity Zones within their jurisdictions. This requirement aims to enhance local wildfire mitigation efforts by ensuring that all local governments take an active role in addressing fire risk.

Current Situation and Implementation

On February 10, 2025, the State Fire Marshal released updated Fire Hazard Severity Zone maps for Northern California. Under state law, local agencies are required to publicly post these maps within 30 days and approve the maps through an ordinance within 120 days. In line with this requirement, the current FHSZ maps have been posted on the City and Fire Department websites as of February 13, 2025. Additionally, a social media post has been published to draw public attention to these important resources and ensure community engagement. This marks an important step in ensuring that Yuba City complies with state mandates and takes proactive measures to mitigate wildfire risk.

Analysis:

The designation of Fire Hazard Severity Zones (FHSZ) within local jurisdictions is a critical step in enhancing wildfire preparedness and prevention efforts. The updated 2025 maps have identified a "moderate" fire hazard severity zone in the southeastern portion of Yuba City, as shown in Exhibit "A." These maps can be accessed for further details at the "Yuba City Fire Department - Be Prepared" link

(yubacityfire.org/departments/fire_department/be_prepared.php).

The identified moderate Fire Hazard Severity Zones for Yuba City include both commercial and residential areas, meaning that residents and business owners in the region should stay informed about fire prevention strategies and available community resources. However, it is important to differentiate between "hazard" and "risk" when assessing fire danger and its potential impact on the community. Understanding this distinction will help guide appropriate mitigation efforts and preparedness measures.

Fire Hazard vs. Fire Risk: The FHSZ maps created by the State Fire Marshal primarily assess "hazard," which refers to the physical conditions that could influence fire behavior over a 50-year period, without accounting for short-term modifications such as fuel reduction projects or current building practices. These maps evaluate the long-term potential for fire occurrence based on terrain, vegetation, and other natural factors. On the other hand, "risk" is a more dynamic measure that reflects the actual potential for fire damage under current conditions. This includes not only the inherent hazards present but also factors like defensible space around structures, ignition-resistant construction methods, and local fuel reduction projects. Risk models, such as those used by insurance companies, account for both these long-term hazards and more immediate factors that can alter a community's vulnerability to fire.

Insurance Risk Models: Insurance companies use risk models to assess the potential for damage to structures during a wildfire. Unlike FHSZ hazard maps, these models consider more localized and variable factors that can change over time. Risk models incorporate elements such as the construction materials of homes, proximity to firebreaks, defensible space, and recent mitigation efforts, all of which significantly influence the likelihood of fire damage.

These models are more responsive to the current conditions of a property and are updated frequently, unlike the CAL FIRE hazard mapping which is intended to remain steady over time. By considering these additional, more variable factors, risk models provide a clearer understanding of a structure's susceptibility to fire damage and can be more useful in guiding short-term planning and risk management.

Impact of AB 211 and Local Implementation: The passage of AB 211 in 2022 has placed the responsibility on local agencies, including Yuba City, to designate moderate, high, and very high FHSZ within their jurisdictions. This legislative requirement ensures that communities are more informed about their fire hazard risks, enabling them to enact appropriate prevention measures. However, the designation of these zones under FHSZ maps, while valuable for long-term fire hazard assessment, does not directly consider the immediate and more dynamic factors that influence fire risk, such as current mitigation efforts and the fire resistance of local structures.

Failure to adopt ordinances in compliance with AB 211 could result in missed opportunities to implement critical wildfire prevention strategies. Without these designations, the jurisdiction may lack a clear framework for enforcing defensible space requirements, strengthening building codes, and conducting other mitigation efforts. In turn, this could lead to increased vulnerability to wildfires in areas that may appear less hazardous on the State's FHSZ maps but are, in fact, at a high risk of damage due to short-term factors.

Fiscal Impact:

No direct fiscal impact from adopting the uncodified ordinance on Fire Hazard Severity Zones.

Alternatives:

- A. Do not approve an ordinance adopting the State's FHSZ maps.
- B. The City could amend the maps to increase areas of moderate, high, and very high severity zones within the City Limits.

Recommendation:

- A. Conduct a Public Hearing on the Fire Hazard Severity Zones for Local Responsibility Areas.
- B. Introduce by title only an Uncodified Ordinance of the City Council of the City of Yuba City adopting the fire hazard severity zoned by the State Fire Marshal for local responsibility areas, as determined and recommended by the State Fire Marshal pursuant to California Assembly Bill No. 211 and waive the first reading.

Attachments:

- 1. Attachment 1 - Uncodified Ordinance on Fire Hazard Severity Zones
- 2. Exhibit A - FHSZ Map

Prepared By:
Jesse Alexander
Fire Chief

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. ____-25

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING THE FIRE HAZARD SEVERITY ZONES BY THE STATE FIRE MARSHAL FOR
LOCAL RESPONSIBILITY AREAS**

WHEREAS, the State Fire Marshal released updated Fire Hazard Severity Zone maps for Local Responsibility Areas on February 10, 2025; and

WHEREAS, California Assembly Bill No. 211 has placed the responsibility of local agencies to designate moderate, high, and very high Fire Hazard Severity Zones within their jurisdiction; and

WHEREAS, California Assembly Bill No. 211 mandates that local agencies adopt ordinances designating moderate, high, and very high Fire Hazard Severity Zones within 120 days of the release of the State Fire Marshal's 2025 Fire Hazard Severity Zone maps.

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

1. The City Council adopts an uncodified ordinance designating Moderate, High, and Very High Fire Hazard Severity Zones, pursuant to the State Fire Marshal's specific identification of the same per Government Code Section 55178, and as generally depicted in Exhibit "A."
2. If any provision, section, subsection, sentence, clause or phrase or sections of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the invalidity of the remaining portions of this Ordinance shall not be affected, it being the intent of the City Council in adopting this Ordinance that no portions, provisions or regulations contained herein shall become inoperative, or fail by reason of the unconstitutionality of any other provision hereof, and all provisions of this Ordinance are declared to be severable for that purpose.
3. This ordinance shall be effective thirty (30) days after its adoption and after it is adopted, it shall be published as provided for by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 4th day of March, 2025, and adopted at a regular meeting thereof held on the 1st day of April, 2025.

AYES:
NOES:
ABSENT:

ATTEST:

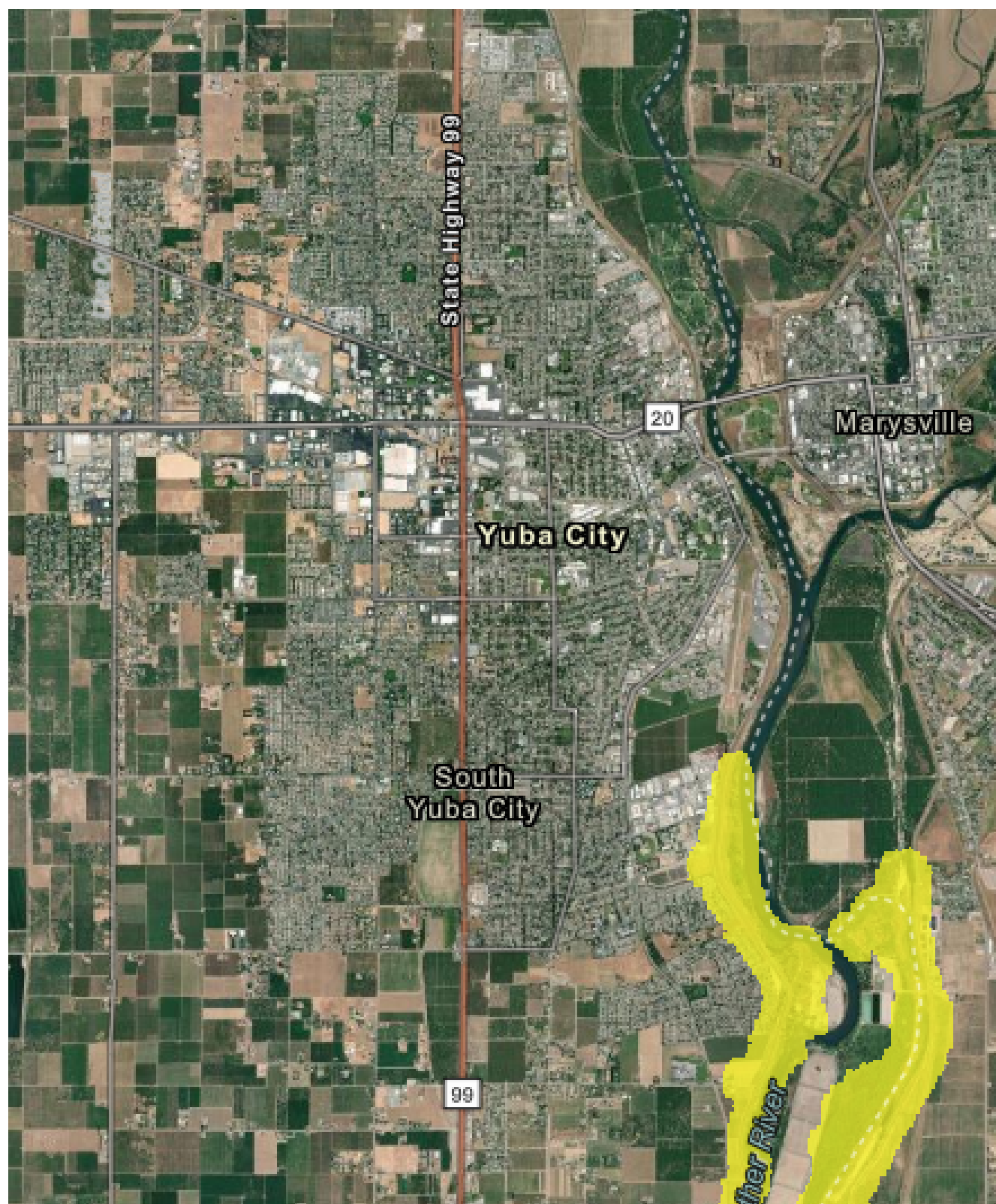
Dave Shaw, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT A



CITY OF YUBA CITY
STAFF REPORT

Date: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: James Runyen, Interim Police Chief

Summary

Subject: California Citizens' Option for Public Safety (COPS) Grant FY 24/25
Recommended Expenditures

Recommendation:

- A. Conduct a Public Hearing and after consideration;
- B. Adopt a Resolution authorizing receipt, allocation and expenditure of the FY 2024-2025 State of California Citizens' Option for Public Safety Grant (COPS Grant)
- C. Authorize the Chief Financial Officer to make budget adjustments as necessary

Fiscal Impact: \$167,692 account 277-43415 (State Grant Law Enforcement-Equipment). Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 227-43415 and for grant expenditures, \$146,627 to 2270-69201 and \$21,065 to 2270-63801. This amount includes a 10% contingency due to no formal bids in place. No City match required.

Purpose:

To secure additional funding to be used toward the prevention and reduction of crime and violence.

Council Priority:

Public Safety

Background:

Each year, dependent upon state budget priorities, funds may be allocated to law enforcement agencies to assist in carrying out priorities as established by the Chief of Police (or the Sheriff in unincorporated areas or contract cities). Over the last several years, monies have been made available through the State of California to local law enforcement entities in the form of Citizens' Option for Public Safety (COPS) grant.

This year the Yuba City Police Department will receive approximately \$150,000. The State Government Code restricts the money to be used for front line law enforcement purposes and may not be used to supplant any existing law enforcement services provided by the City. The funds from this grant are not required to be utilized in full each year. As a result, there is a fund balance of \$427,000 as of February

18, 2025.

Analysis:

The Police Department has traditionally utilized funding obtained in this grant for the major approval expenditure category of technology advancements, critical patrol safety equipment, community outreach efforts, and infrastructure improvements for the benefit of frontline law enforcement delivery to the citizens of our community. Funding directions are based upon needs assessments from the Department management group in consultation with the rank and file employees. Prior years expenditures have been for such items as: Complete infrastructure upgrade of the police radio system inclusive of acquisition of a secondary repeater radio frequency and related equipment, the Sutter Buttes Radio Interoperability Project Phase One, Emergency Operations Center retrofit, a total service weapon upgrade for all officers, equipping all patrol vehicles with mobile data terminals integrated with the Police Communications Center, required upgrades in the Fire/Police Computer Aided Dispatching System, upgrades to our Tactical Combat Casualty Care (TCCC) program, and Defensive Tactics and Firearms training equipment. This list is not inclusive, but just a few of the items purchased over the years.

Due to the fund balance currently on hand, the department recommends making the following purchases:

Patrol Related Items

- Tru-Narc drug testing machine. **\$37,818**
- Matric 350 Drone **\$30,980**
- Bleeding Simulator for TCCC (Tactical Combat Casualty Care) Program **\$6,500**
- Tourniquets for Patrol **\$1,050**
- Patrol Rifles (6) **\$6,000**
- Motorola Dual Band Radios (4) **\$50,000**

Dispatch

- Custom Earmold Headsets **\$2,550**

SWAT

- Tactical Communication Headsets **\$6,500**

Evidence

- Bike Rack Storage for Evidence **\$3,050**

Infrastructure Improvement

- Security Camera Display for Building and Lobby Security **\$8,000**

TOTAL: \$167,692 (Includes a 10% contingency)

Any remaining money can be used as a contingency since these are approximate numbers and not

based on competitive bids, at this time, or additional items that are identified at a later date for use by the department.

Fiscal Impact:

\$167,692 account 277-43415 (State Grant Law Enforcement-Equipment). Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to 227-43415 and for grant expenditures, \$146,627 to 2270-69201 and \$21,065 to 2270-63801. This amount includes a 10% contingency due to no formal bids in place. No City match required.

Alternatives:

Provide staff with alternative spending paths which will not supplant routine expenditures in the general fund.

Recommendation:

- A. Conduct a Public Hearing and after consideration;
- B. Adopt a Resolution authorizing receipt, allocation and expenditure of the FY 2024-2025 State of California Citizens' Option for Public Safety Grant (COPS Grant)
- C. Authorize the Chief Financial Officer to make budget adjustments as necessary

Attachments:

- 1. Attachment A COPS GRANT 24-25 RESOLUTION

Prepared By:

Jim Runyen
Interim Chief of Police

Submitted By:

Diana Langley
City Manager

ATTACHMENT A

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING RECEIPT, ALLOCATION AND EXPENDITURE, OF
THE FY 2024-2025 STATE OF CALIFORNIA CITIZENS' OPTION
FOR PUBLIC SAFETY GRANT (COPS GRANT)**

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

That the City, through the Chief Financial Officer and the Chief of Police, accept, account for, track, allocate and expend as directed the FY 24/25 California Citizens' Option for Public Safety Grant. It is acknowledged the Citizens' Option funding would be in the amount of approximately \$150,000. It is recognized there is no cash match requirement.

That said expenditures be in accordance with grant guidelines, specifically in the area of frontline law enforcement uses, community outreach efforts and related infrastructure/technology improvements as might be deemed appropriate by the Chief of Police consistent with the practice and Council policy of this and previous years.

That said purchases be in accordance with State of California and City of Yuba City purchasing guidelines.

That the Chief Financial Officer be given authority to adjust the budget as required for grant purposes.

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 4th day of March 2025.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

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

CITY OF YUBA CITY
STAFF REPORT

Date: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Employment Agreement - Interim Human Resources Director
Recommendation: A. Adopt a Resolution approving an Interim Director of Human Resources Employment Agreement between the City of Yuba City and Gina Rowland; and
B. Adopt a Resolution appointing Gina Rowland as an Interim Director of Human Resources
Fiscal Impact: FY 2024/25 - Estimated fiscal impact is approximately \$50,000 to be paid out of the departmental budget

Purpose

To establish the terms and conditions of the Interim Human Resource Director's agreement.

Council's Strategic Goal:

Filling the Human Resources Director position on an interim basis provides for continuity of operations and support of the organization's human resource needs.

Background:

The Human Resources Director is responsible for overseeing the functions and activities of the Human Resources Department, including recruitment and selection, employee benefits and leave administration, employee and labor relations, compliance with labor laws, organizational training and development, risk management and workers' compensation, payroll, and classification and compensation programs. The position is currently vacant, making it necessary to designate an Interim Human Resources Director.

Analysis:

Gina Rowland has over 30 years of experience in human resources, including serving as Human Resources Director for Yolo County, and most recently serving as Human Resources Director for Sutter County from 2018 until her recent retirement. Ms. Rowland started her career in Human Resources with the City of Yuba City and is graciously willing to assist the City during this transitional time.

The attached Employment Agreement outlines the terms of Ms. Rowland's appointment as the Interim Director of Human Resources. A summary of those terms is as follows:

- Hourly Rate of Pay - Employee shall be paid at the rate of \$77.14 per hour, which aligns with the hourly rate for the previous Director of Human Resources.
- Time of Performance - The effective date of the Agreement shall be March 10, 2025, and, subject to Ms. Rowland's ability as a retired annuitant to work a maximum of 960 hours for all CalPERS employers per fiscal year, shall remain in effect until a permanent Director of Human Resources is hired and duties can be transferred to the new Director or December 31, 2025, whichever occurs first, unless terminated sooner by either party

As a CalPERS retired annuitant, Ms. Rowland is subject to employment limitations which are spelled out in the attached Employment Agreement and Resolutions. Limitations include working no more than 960 hours for any CalPERS agency per fiscal year, compensation cannot exceed the maximum monthly base salary paid for the Director of Human Resources classification, and cannot receive any other benefits, incentive compensation in lieu of benefits, or other forms of compensation in addition to the hourly pay rate.

Fiscal Impact:

The maximum hourly rate for the Human Resources Director position is \$77.14. The estimated fiscal impact for FY 2024/25 is approximately \$50,000 to be paid out of the departmental budget.

Alternatives:

Do not execute an Employment Agreement with Ms. Roland and direct the City Manager to act as the Interim Human Resources Director, which will require the utilization of more contract services, including the City's personnel attorney.

Recommendation:

- A. Adopt a Resolution approving an Interim Director of Human Resources Employment Agreement between the City of Yuba City and Gina Rowland; and
- B. Adopt a Resolution appointing Gina Rowland as an Interim Director of Human Resources.

Attachments:

1. Resolution - Approving Interim Director of Human Resources Employment Agreement
2. Resolution - Appointing Interim Human Resources Director
3. Exhibit A - Employment Agreement - Interim Director of Human Resources

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING AN INTERIM DIRECTOR OF HUMAN RESOURCES EMPLOYMENT AGREEMENT BETWEEN THE CITY OF YUBA CITY AND GINA ROWLAND

WHEREAS, the City of Yuba (the “City”) has begun an active recruitment process to hire a permanent Director of Human Resources; and

WHEREAS, the City is in need of an Interim Director of Human Resources pending hiring of a permanent Director of Human Resources; and

WHEREAS, Gina Rowland (“Ms. Rowland”) is a CalPERS retired annuitant; and

WHEREAS, Ms. Rowland has decades of experience in human resources, and possesses the specialized skills and knowledge necessary to perform the duties of Interim Director of Human Resources; and

WHEREAS, Ms. Rowland desires to temporarily perform and assume responsibility for the provisions of professional services to the City and its related agencies as the Interim Director of Human Resources; and

WHEREAS, per Government Code §36506, the City Council shall fix the compensation of all appointive officers and employees by resolution. Such officers and employees shall hold office at the pleasure of the City Council; and

WHEREAS, the parties desire to establish the terms and conditions of Ms. Rowland’s services as the Interim Director of Human Resources to the City and its related agencies through an agreement.

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

Section 1. The City Council finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

Section 2. The “Agreement for Employment of Interim Director of Human Resources” between the City and Ms. Rowland (the “Agreement”), which is attached hereto as Exhibit “A”, is approved.

Section 3. The effective date of the Agreement shall be March 10, 2025, and, subject to Ms. Rowland's ability as a retired annuitant to work a maximum of 960 hours for all CalPERS employers per fiscal year, shall remain in effect until a permanent Director of Human Resources is hired and duties can be transferred to the new Director or December 31, 2025, whichever occurs first, unless terminated sooner by either party.

Section 4. The City Manager is authorized to execute the Agreement on behalf of the City.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 4th day of March 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

Ian Sangster, Esq.
Kronick Moskowitz Tiedemann & Girard

Exhibit A – Interim Director of Human Resources Employment Agreement

ATTACHMENT 2

RESOLUTION NO. 25-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPOINTING GINA ROWLAND AS AN INTERIM DIRECTOR OF HUMAN
RESOURCES**

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the City of Yuba City desires to appoint Gina Rowland as an interim appointment retired annuitant to the vacant position of Director of Human Resources for the City of Yuba City under Gov. Code section 21221(h), effective March 10, 2025; and

WHEREAS, the City of Yuba City and Gina Rowland certify that Gina Rowland has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the City of Yuba City has authorized the search for a permanent appointment on February 24, 2025; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end no later than December 31, 2025; and

WHEREAS, the entire employment agreement between Gina Rowland and the City of Yuba City has been reviewed by the City Council and is attached herein; 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 173.33 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$13,371 and the hourly equivalent is \$77.14; the minimum base salary for this position is \$11,000 and the hourly equivalent is \$63.46; and

WHEREAS, the hourly rate paid to Gina Rowland will be \$77.14; and

WHEREAS, Gina Rowland has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Yuba City hereby certifies the nature of the employment of Gina Rowland as described herein and detailed in the attached employment agreement and that this appointment is necessary to

fill the critically needed position of Director of Human Resources for the City of Yuba City by March 10, 2025, because the current Director of Human Resources position is currently vacant.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 4th day of March 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

Ian Sangster, Esq.
Kronick Moskowitz Tiedemann & Girard

Exhibit A – Interim Director of Human Resources Employment Agreement

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT FOR EMPLOYMENT AS INTERIM DIRECTOR OF HUMAN RESOURCES

THIS Agreement for employment as Interim Human Resources Director is by and between the City of Yuba City ("City") and Gina Rowland ("Employee") (collectively the "Parties").

WHEREAS, the City has begun an active recruitment process to hire a permanent Human Resources Director, but has a critical need for an interim Human Resources Director pending hiring of a permanent Human Resources Director; and

WHEREAS, Employee possesses the necessary specialized skills, and is competent and qualified to perform the services required by this Agreement; and

WHEREAS, this Agreement is in accordance with California Government Code Section 21221(h).

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 perform critically needed specialized skills related to Human Resources as set forth in Exhibit A. Employee shall perform said duties under the direct supervision of the City Manager. Employee represents that Employee is properly trained and certified to perform the duties required under this Agreement. Employee further represents that Employee will maintain, at Employee's expense and on Employee's own time, all required licenses and certification as a condition of this employment.
2. Term: The services of Employee shall commence on March 10, 2025 and, subject to a limit of 960 hours for all CalPERS employers in a fiscal year, shall continue until a permanent Director of Human Resources is hired and duties can be transferred to the new Director or December 31, 2025, whichever occurs first, unless terminated sooner by either Party as set forth in paragraph 5.
3. Compensation: Employee shall be compensated as follows:
 - (a) Hourly Rate of Pay: Employee shall be paid at the rate of \$77.14 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. 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 City Manager 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) FLSA Exempt Status: Employee agrees that the Interim Human Resources Director position is exempt from the overtime provisions of the Fair Labor Standards Act and is not eligible for overtime pay.
- (c) Hours of Work: Employee is generally expected to be working during the City's regular business hours. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule or occasionally adjust an established work schedule, subject to the approval of the City Manager.
- (d) Work less than 960 hours per year: Employee is allowed to work a cumulative maximum of 960 hours per fiscal year for any CaPERS 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 Limited Term 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 filling a vacant, regular position with City during the City's recruitment for a permanent Human Resources Director.

- (a) Time of Retirement. Employee specifically warrants and represents that Employee retired in the CalPERS system more than 180 days prior to appointment under this Agreement.
- (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. Employee shall serve at the will and pleasure of the City Manager.
- (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. **In the event Employee has provided during fiscal year 2024/2025 or 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. Employee 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. This Agreement may be terminated by Employee for any reason thirty days (30) days after notice in writing to City Manager of such termination. The City Manager shall have the option, in their discretion, to make Employee's termination effective at any time prior to the end of such period,

provided the City pays employee all compensation for the hours she has worked prior to the date of termination.

6. Ownership of Work: All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of her duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

7. Indemnification: City shall defend, hold harmless and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8. 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</u>	<u>EMPLOYEE</u>
City Manager City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993	[Address on file with HR]

9. 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.

10. 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.

11. Effect of Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Independent Legal Advice: City and Employee represent and warrant to each other that each has received, or had the opportunity to have receive, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

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: _____
Gina Rowland

EXHIBIT A

The employment under this Agreement is for performance as Interim Director of Human Resources, with duties consistent with the attached job description.

DIRECTOR OF HUMAN RESOURCES

DEFINITION

Under administrative direction, plans, organizes, manages, and provides direction and oversight for all functions and activities of the Human Resources Department including recruitment and selection, employee benefits and leave administration, employee and labor relations, compliance with labor laws, organizational training and development, risk management and workers' compensation, payroll, and classification and compensation programs; formulates departmental goals, objectives, policies and procedures, work standards, and internal controls; coordinates assigned activities with other City departments, elected officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental, regulatory agencies, and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises direct supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a department director classification that oversees, directs, and participates in all activities of the Human Resources Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, City functions, and activities, including the role of the City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes management responsibility for Human Resources Department functions, programs, projects, and activities.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the Human Resources Department; establishes, within City policy, appropriate budget, service, and staffing levels.

- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's services by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; oversees change management and implementation.
- Manages the development and administration of department budgets; directs the forecast of additional funds needed for staffing, equipment, and supplies; directs the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.
- Monitors legal, regulatory, technology, and societal changes and court decisions related to human resources matters; evaluates their impact upon City operations and recommends and implements policy and procedural improvements.
- Participates in negotiations with various employee organizations; develops bargaining strategies; communicates with and suggests direction to the City Manager during the meet and confer process; administers the provisions of existing employee agreements; represents the City in matters of concern to unions and associations representing City employees.
- Counsels and assists management, supervisors, and staff in the interpretation of personnel policies and procedures and processing of employee grievances.
- Administers discipline procedures; oversees or conducts investigations; counsels employees and supervisors.
- Plans, coordinates, and implements recruitment and selection processes and strategies.
- Develops and oversees the administration of a comprehensive employee benefits and retirement programs; serves as liaison between the City and various insurance carriers.
- Manages and ensures adherence of payroll processes with Memoranda of Understanding (MOUs), contract agreements, personnel rules, and local, federal, and state reporting requirements.
- Plans, develops, and manages comprehensive training and development programs including onboarding, new employee orientation, safety/wellness, tuition reimbursement, and performance management.
- Provides guidance to human resources staff on administering leave management, wage continuance, risk management, and workers' compensation programs.
- Oversees the administration of the classification and compensation programs including job analyses and classification and compensation studies of new and existing positions; oversees the development, implementation, and administration of compensation strategies and programs and classification plans.
- Oversees the development and management of requests for proposals for professional and/or contracted services; reviews and approves or prepares contract specifications and scopes of work; evaluates proposals and recommends award; negotiates contracts; administers contracts, supervises the work of consultants, and

ensures compliance with City service quality requirements; approves invoices within signature authority.

- Conducts a variety of organizational and operational studies and investigations; recommends and implements modifications to programs, policies, and procedures as appropriate.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects; makes presentations to the City Council and a wide variety of committees, boards, and commissions.
- Attends and participates in meetings and represents the City to elected officials, state, federal, and regional agencies, regulatory agencies, businesses, professional groups, and in meetings with the public; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Stays abreast of new trends and innovations in the field of human resources management.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Ensures staff compliance with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in human resources, business or public administration, industrial psychology, or a closely related field and seven (7) years of human resources management experience including two (2) years of staff supervision.

Licenses and Certifications:

- Possession of a valid California Driver's License, a satisfactory driving record, and a properly registered and insured vehicle, to be maintained throughout employment.

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of assigned area of responsibility.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles and techniques for working with groups and fostering effective team

- interaction to ensure teamwork is conducted smoothly.
- Principles and practices of budget and contract management.
- General principles of risk management related to the functions of the assigned area.
- Advanced principles, practices, and techniques of human resources management and administration of human resources programs and functions in a public agency setting.
- Principles, practices, and techniques of risk management administration.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Principles and procedures of record keeping, technical report writing, and preparation of correspondence.
- Techniques for providing a high level of customer service, by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the Human Resources Department.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Respond to and investigate inquiries and complaints and prepare an appropriate response; effectively resolve conflict within assigned area of responsibility; negotiate and resolve complex issues.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of department goals and objectives.
- Conduct research, analyze and interpret data, draw conclusions, and summarize and present information, reports, and data in an effective manner.
- Understand, interpret, apply, and ensure compliance with all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Direct the preparation of and/or prepare clear and concise reports, correspondence, documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy and

procedural guidelines.

- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.

CITY OF YUBA CITY
STAFF REPORT

Date: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Employment Agreement - Interim City Manager
Recommendation: A. Adopt a Resolution approving an Interim City Manager Employment Agreement between the City of Yuba City and Robert Bendorf; and
B. Adopt a Resolution appointing Robert Bendorf as an Interim City Manager
Fiscal Impact: FY 2024/25 - Estimated fiscal impact is approximately \$75,000 to be paid out of the departmental budget

Purpose:

To establish the terms and conditions of the Interim City Manager's agreement.

Council's Strategic Goal:

Appointing an Interim City Manager provides for continuity of operations, implementation of City Council policy, and overall oversight of the organization.

Background:

The City Manager serves as the Chief Executive Officer of the City, implements policies set by the City Council, directs the overall administrative activities and operations, and is responsible for the enforcement of all City codes, ordinances, and regulations. The current City Manager, Diana Langley, has provided notice that her last day of employment with the City will be March 21, 2025. In anticipation of Ms. Langley's departure, the City Council desires to appoint an Interim City Manager.

Analysis:

The recommendation is to appoint Robert Bendorf as the Interim City Manager. With nearly 40 years of experience, including 15 years as the Yuba County Administrator, Mr. Bendorf's expertise spans leadership, policy development, strategic planning, budgeting, good governance, and coaching and mentoring. Beyond his professional achievements, Mr. Bendorf's personal ties to Yuba City are significant as his family's history in Yuba City dates back to the 1950's, and he is a proud graduate of Yuba City High School and Yuba College. In addition to his work, Mr. Bendorf actively contributes to the Yuba-Sutter area by serving on the boards of the Yuba-Sutter-Colusa United Way, SAYLove, and

Peach Tree Health Care.

The attached Employment Agreement outlines the terms of Mr. Bendorf's appointment as the Interim City Manager. A summary of those terms is as follows:

- Hourly Rate of Pay - Employee shall be paid at the rate of \$106.01 per hour, which aligns with the hourly rate for the current City Manager.
- Time of Performance - The effective date of the Agreement shall be March 4, 2025, and, subject to Mr. Bendorf's ability to work a maximum of 960 hours for all CalPERS employers per fiscal year, shall remain in effect until a permanent City Manager is hired and duties can be transferred to the new City Manager or December 31, 2025, whichever occurs first, unless terminated sooner by either party.

As a CalPERS retired annuitant, Mr. Bendorf is subject to employment limitations which are spelled out in the Employment Agreement and Resolutions. Limitations include working no more than 960 hours for any CalPERS agency per fiscal year, compensation cannot exceed the maximum monthly base salary paid for the City Manager classification, and cannot receive any other benefits, incentive compensation in lieu of benefits, or other forms of compensation in addition to the hourly pay rate. Mr. Bendorf will begin work on a part-time basis to allow for a transition of duties, and then commence full-time employment upon the departure of Ms. Langley.

Fiscal Impact:

The maximum hourly rate for the City Manager position is \$106.01. The estimated fiscal impact for FY 2024/25 is approximately \$75,000 to be paid out of the departmental budget.

Alternatives:

Appoint another person as Interim City Manager.

Recommendation:

A. Adopt a Resolution approving an Interim City Manager Employment Agreement between the City of Yuba City and Robert Bendorf; and

B. Adopt a Resolution appointing Robert Bendorf as an Interim City Manager

Attachments:

1. Resolution - Approving Interim City Manager Employment Agreement
2. Resolution - Appointing Interim City Manager
3. Exhibit A - Employment Agreement - Interim City Manager

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 25-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING AN INTERIM CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF YUBA CITY AND ROBERT BENDORF**

WHEREAS, the City of Yuba (the “City”) has begun an active recruitment process to hire a permanent City Manager; and

WHEREAS, the City is in need of an Interim City Manager pending hiring of a permanent City Manager; and

WHEREAS, Robert Bendorf (“Mr. Bendorf”) is a CalPERS retired annuitant; and

WHEREAS, Mr. Bendorf has decades of experience in local government, and possesses the specialized skills and knowledge necessary to perform the duties of Interim City Manager; and

WHEREAS, Mr. Bendorf desires to temporarily perform and assume responsibility for the provisions of professional services to the City and its related agencies as the Interim City Manager; and

WHEREAS, per Government Code §36506, the City Council shall fix the compensation of all appointive officers and employees by resolution. Such officers and employees shall hold office at the pleasure of the City Council; and

WHEREAS, the parties desire to establish the terms and conditions of Mr. Bendorf’s services as the Interim City Manager to the City and its related agencies through an agreement.

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

Section 1. The City Council finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

Section 2. The “Agreement for Employment of Interim City Manager” between the City and Mr. Bendorf (the “Agreement”), which is attached hereto as Exhibit “A”, is approved.

Section 3. The effective date of the Agreement date shall be March 4, 2025, and, subject to Mr. Bendorf’s ability to work a maximum of 960 hours for all CalPERS employers per fiscal year, shall remain in effect until a permanent City Manager is hired and duties can be transferred to the new City Manager or December 31, 2025, whichever occurs first, unless terminated sooner by either party.

Section 4. The Mayor is authorized to execute the Agreement on behalf of the City.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 4th day of March 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

Ian Sangster, Esq.
Kronick Moskowitz Tiedemann & Girard

Exhibit A – Interim City Manager Employment Agreement

ATTACHMENT 2

RESOLUTION NO. 25-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPOINTING ROBERT BENDORF AS AN INTERIM CITY MANAGER

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of City Manager will become vacant effective March 21, 2025 when the current City Manager resigns; and

WHEREAS, the City of Yuba City desires to appoint Robert Bendorf as an interim appointment retired annuitant to the vacant position of City Manager for the City of Yuba City under Gov. Code section 21221(h), effective March 4, 2025 to facilitate the effective transfer of responsibilities and avoid disruption to key City services; and

WHEREAS, the City of Yuba City and Robert Bendorf certify that Robert Bendorf has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the City of Yuba City has authorized the search for a permanent appointment on February 24, 2025; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end no later than December 31, 2025; and

WHEREAS, the entire employment agreement between Robert Bendorf and the City of Yuba City has been reviewed by the City Council and is attached herein; 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 173.33 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$18,375 and the hourly equivalent is \$106.01; and

WHEREAS, the hourly rate paid to Robert Bendorf will be \$106.01; and

WHEREAS, Robert Bendorf has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Yuba City hereby certifies the nature of the employment of Robert Bendorf as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of City Manager for the City of Yuba City by March 4, 2025, because the current City Manager is resigning, effective March 21, 2025, and the City Council desires some overlap to allow for transfer of duties.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 4th day of March 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

Ian Sangster, Esq.
Kronick Moskowitz Tiedemann & Girard

Exhibit A – Interim City Manager Employment Agreement

EXHIBIT A

EMPLOYMENT AGREEMENT

AGREEMENT FOR EMPLOYMENT AS INTERIM CITY MANAGER

THIS Agreement for employment as Interim City Manager is by and between the City of Yuba City ("City") and Robert Bendorf ("Employee") (collectively the "Parties").

WHEREAS, the City has begun an active recruitment process to hire a permanent City Manager, but has a critical need for an interim City Manager pending hiring of a permanent City Manager; and

WHEREAS, Employee possesses the necessary specialized skills, and is competent and qualified to perform the services required by this Agreement; and

WHEREAS, this Agreement is in accordance with California Government Code Section 21221(h).

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 perform critically needed specialized skills related to City Management as set forth in Exhibit A. Employee shall perform said duties under the direct supervision of the City Council. Employee represents that Employee is properly trained and certified to perform the duties required under this Agreement. Employee further represents that Employee will maintain, at Employee's expense and on Employee's own time, all required licenses and certification as a condition of this employment.
2. Term: The services of Employee shall commence on March 4, 2025 and, subject to a limit of 960 hours for all CalPERS employers in a fiscal year, shall continue until a permanent City Manager is hired and duties can be transferred to the new City Manager or December 31, 2025, whichever occurs first, unless terminated sooner by either Party as set forth in paragraph 5.
3. Compensation: Employee shall be compensated as follows:
 - (a) Hourly Rate of Pay: Employee shall be paid at the rate of \$106.01 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. 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 Department 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) FLSA Exempt Status: Employee agrees that the Interim City Manager position is exempt from the overtime provisions of the Fair Labor Standards Act and is not eligible for overtime pay.
 - (c) Hours of Work: Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. In addition to personal presence, availability also includes availability by phone, text or email as may be reasonably appropriate for the situation. In emergency situations, Employee would normally be expected to be physically available or have appointed an acting City Manager to be physically available. Employee acknowledges that proper performance of the duties of the Interim City Manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as would otherwise be customary for other executive employees of the City so long as the time off does not interfere with normal business. Employee must reasonably be available to maintain the customary and normal business of the City as typically would be expected for other executive employees of the City.
 - (d) Work less than 960 hours per year: Employee is allowed to work a cumulative maximum of 960 hours per fiscal year for all 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 Limited Term Employee: The parties agree that Employee is filling a vacant, regular position with City during the City's recruitment of a permanent City Manager.
- (a) Time of Retirement. Employee specifically warrants and represents that Employee retired in the CalPERS system more than 180 days prior to appointment under this Agreement.

- (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. Employee shall serve at the will and pleasure of the City Council.
- (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. **In the event Employee has been employed during fiscal year 2024/2025 or is otherwise employed by 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. Employee 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. This Agreement may be terminated by Employee for any reason thirty days (30) days after notice in writing to City Council of such termination. The City Council shall have the option, in its discretion, to make Employee's termination effective at any time prior to the end of such period, provided the City pays employee all compensation for the hours he has worked prior to the date of termination.

6. Ownership of Work: All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of her duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

7. Bonds and Indemnification: City shall defend, hold harmless and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee. The City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

8. 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</u>	<u>EMPLOYEE</u>
City Council Attn: Mayor David Shaw City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993	[Address on file with HR]

9. 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.

10. 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.

11. Effect of Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

12. 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.

13. 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 Council. Employee agrees to disclose whether Employee is performing work for any other CalPERS public agency employer as required by this Agreement.

14. 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.

15. 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 at no cost to Employee, including but not limited to a laptop computer and mobile phone.

16. 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

17. Independent Legal Advice: City and Employee represent and warrant to each other that each has received, or had the opportunity to have receive, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

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: _____
Dave Shaw
Mayor

By: _____
Robert Bendorf

EXHIBIT A

The employment under this Agreement is for performance as Interim City Manager, with duties consistent with the attached job description.

CITY MANAGER

DEFINITION

Under policy direction of the City Council, plans, organizes, and directs the overall administrative activities and operations of the City; advises and assists City Council; represents the City's interests with other levels and agencies of government, business interests, and the community at large; encourages and facilitates provision of services to City residents and businesses; fosters cooperative working relationships among City departments and with intergovernmental, regulatory agencies, and various public and private groups; pursues appropriate avenues of economic and community development; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the City Council. Exercises direct supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

The City Manager serves as the Chief Executive Officer of the City, is accountable to the City Council under the Council-Manager form of government and is responsible for the enforcement of all City codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the City's operations.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, and administers operations of the City either directly, or through subordinate management and supervisory staff; coordinates and evaluates the work of the City in accordance with applicable laws, codes, and regulations and adopted policies and objectives of the City Council.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the City Council and the City; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual budget for the City; authorizes directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the City Council.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, projects, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to City Council.
- Selects, trains, motivates, and evaluates assigned staff; provides or coordinates staff training; works with employees on performance issues; implements discipline and

termination procedures; directs and coordinates the work plan for assigned staff; assigns work activities, projects, and programs; monitors work flow; reviews and evaluates work products, methods, and procedures.

- Advises the City Council on legal, social, and economic issues, programs, and financial status; prepares and recommends long- and short-term plans for City service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future City needs.
- Oversees the administration, construction, use, and maintenance of all City facilities and equipment, including buildings, parks, facilities, and other public property.
- Represents the City and the Council in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the City government.
- Provides for contract services and franchise agreements; ensures proper performance of obligations to the City; has responsibility for enforcement of all City codes, ordinances, and regulations.
- Oversees the selection, training, professional development, and work evaluation of City staff; oversees the implementation of effective employee and labor relations programs; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Directs the maintenance of working and official City files.
- Monitors changes in laws, regulations, and technology that may affect City operations; implements policy and procedural changes as required.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in business or public administration, political science, or a closely related field. A master's degree in public administration or a related field is highly desirable.

Experience:

- Ten (10) years of increasingly responsible public agency experience as a City Manager, Assistant City Manager, or in a related administrative/managerial capacity involving responsibility for planning, organization, and implementation.

Licenses and Certifications:

- Must possess a valid US driver's license upon date of application. Must obtain California driver's license following hire date per California DMV regulations.

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles and practices of strategic plan development.
- Principles, practices, and procedures of public administration in a municipal setting.
- Functions, services, and funding sources of a municipal government.
- Functions, authority, responsibilities, and limitations of an elected City Council.
- Current social, political, and economic trends affecting City government and service provision.
- Principles and practices of budget administration and contract management.
- General principles of risk management related to the functions of the assigned area.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the City.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the City Council.
- Provide administrative, management, and professional leadership for the City.
- Oversee all City financial activities, including development and implementation of the City budget and the control of all expenditures and purchases.
- Accurately assess organizational issues and opportunities and research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Direct the establishment of filing, record keeping, and tracking systems.

- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Conduct effective negotiations and effectively represent the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.

CITY OF YUBA CITY
STAFF REPORT

Date: March 4, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: California Department of Transportation Proposal for Improvements on State Route 20 at Humphrey Road

Recommendation: Consider the California Department of Transportation's proposal for the installation of a roundabout or traffic signal at the State Route 20 and Humphrey Road intersection and provide direction to staff regarding submission of a letter providing the City Council's formal position

Fiscal Impact: None

Purpose:

To provide the California Department of Transportation (Caltrans) with the City Council's formal position on proposed improvements at the State Route 20/Humphrey Road intersection, located in Sutter County, approximately 1.75 miles west of Yuba City.

Council's Strategic Goal:

This item applies to the City Council's Strategic Goal of Infrastructure.

Background:

According to Caltrans' website, between January 1, 2017, and December 31, 2021, the intersection of State Route 20/Humphrey Road reported 13 collisions, including 1 serious injury collision. Eleven of the collisions were categorized as broadside or sideswipe incidents, which can be mitigated with the installation of a roundabout. Caltrans has programmed a project into the 2022 State Highway Operations and Protection Program (SHOPP) to install improvements at the intersection and the estimated total project cost is \$8,535,000. Caltrans is holding a public meeting on March 5, 2025, at Sutter High School to gather community input on the proposed options, with the primary goal being to enhance safety for motorists and reduce the number of serious injury collisions.

Analysis:

Caltrans is seeking the community's feedback regarding the installation of a roundabout versus traffic signal at the State Route 20/Humphrey Road intersection. Even though the State Route 20/Humphrey Road intersection is located outside of Yuba City, Councilmembers receive feedback from Yuba City

residents regarding planned highway improvements within the region. Consideration of this item provides the City Council with the opportunity to submit formal feedback.

In addition, the City Council often receives inquiries from the public as to when other improvements are planned on State Routes 20 and 99 in Yuba City, such as at the State Route 20/El Margarita intersection. Engaging with Caltrans on planned improvements will assist the City Council in understanding how highway improvements are programmed and prioritized.

Fiscal Impact:

None to the City.

Alternatives:

1. Do not provide feedback regarding proposed improvements at the State Route 20/Humphrey Road intersection.
2. Direct staff to submit a letter to Caltrans regarding consideration of requested improvements along State Route 20 and/or State Route 99 in Yuba City.

Recommendation:

Consider the California Department of Transportation's proposal for the installation of a roundabout or traffic signal at the State Route 20 and Humphrey Road intersection and provide direction to staff regarding submission of a letter providing the City Council's formal position.

Attachments:

1. Exhibit A - State Route 20-Humphrey Road Intersection

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

EXHIBIT A

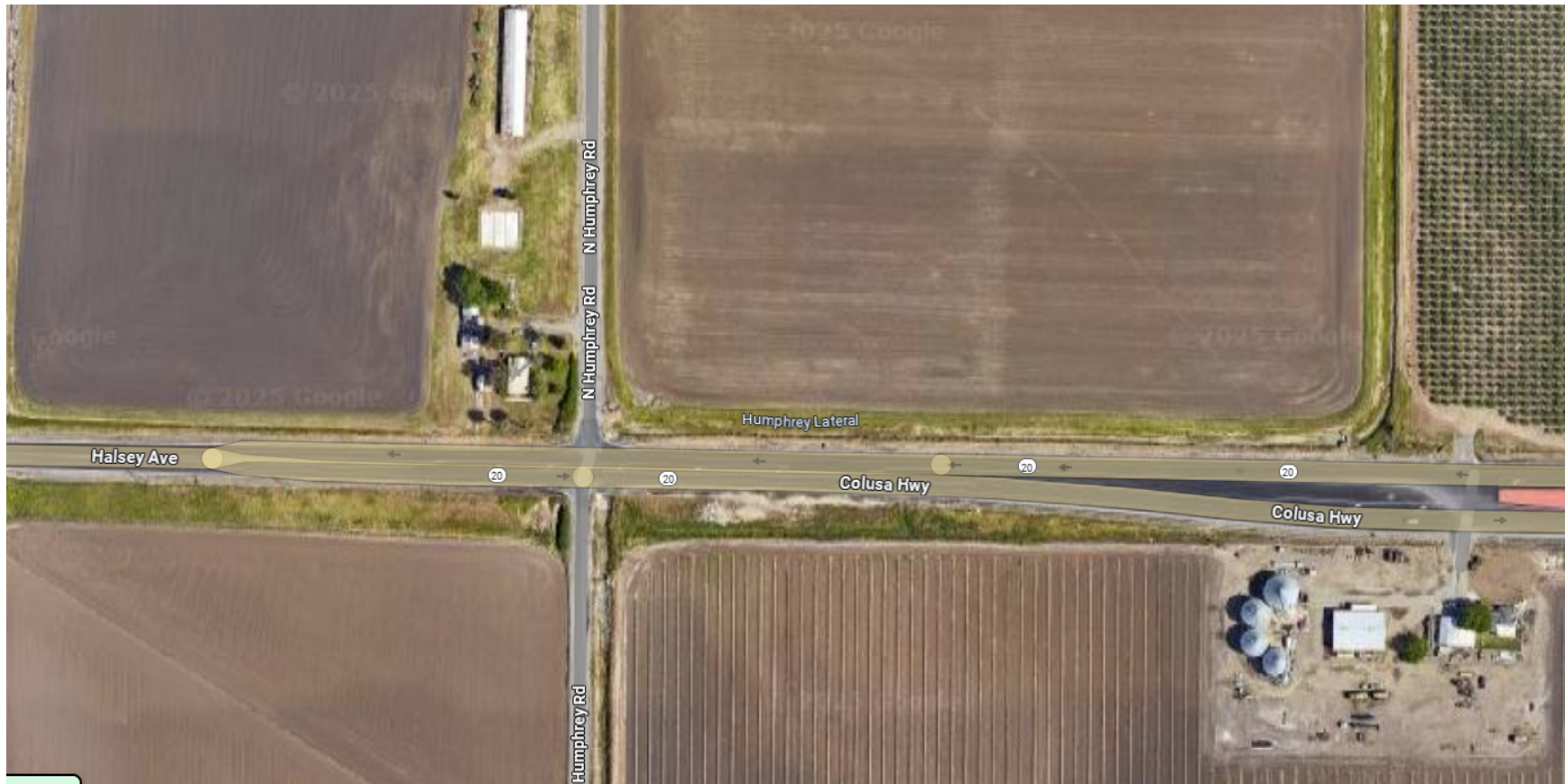


Figure 1: Expanded aerial view of State Route 20/Humphrey Road Intersection



Figure 2: Aerial view of State Route 20/Humphrey Road Intersection



Figure 3: Streetview looking west on State Route 20 and south leg of Humphrey Road



Figure 4: Streetview looking east on State Route 20 and north leg of Humphrey Road

CITY OF YUBA CITY

Future Agenda Items

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

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

Adjournment