



AGENDA

APRIL 15, 2025

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

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

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

MAYOR	• Dave Shaw
VICE MAYOR	• Marc Boomgaarden
COUNCILMEMBER	• Toni Cole
COUNCILMEMBER	• Wade Kirchner
COUNCILMEMBER	• Michael Pasquale
CITY MANAGER	• Robert Bendorf
CITY ATTORNEY	• Shannon L. Chaffin

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

Wheelchair Accessible

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

AGENDA
REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
APRIL 15, 2025
5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_2cED67yTQPizdDGpsjqn5w. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

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

Closed Session

- A. Confer with Real Property Negotiator (Government Code §54956.8)
Property: 433 Plumas Boulevard, Yuba City, California 95991 (APN 052-380-025)
Negotiator: Robert Bendorf, Interim City Manager
Negotiating parties: Sutter Health
Under negotiation: Price and terms of payment and development

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

Ceremonial Presentations

1. National Public Safety Telecommunicators Week - Proclamation

Public Communication

2. 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.

3. Minutes of the March 18, 2025 Regular Meeting of the City Council and the March 18, 2025 Special Meeting of the Successor Agency to the Redevelopment Agency and City Council and Minutes of the April 1, 2025 Regular Meeting of the City Council

Recommendation: Approve the Minutes of the March 18, 2025, Regular Meeting of the City Council and the March 18, 2025, Special Meeting of the Successor Agency to the Redevelopment Agency and City Council and Minutes of the April 1, 2025 Regular Meeting of the City Council

4. 2025 Resurfacing Project (Plans & Specifications)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the 2025 Resurfacing Project

5. Fiscal Year 25/26 Chemical Award

Recommendation: Adopt a Resolution which takes the following action:

- A. Awarding bulk chemical purchase contracts for City facilities per the results of the Bay Area Chemical Consortium Fiscal Year 25/26 formal bid for the period of July 1, 2025 through June 30, 2026; and

- B. Authorizing the City Manager to negotiate and amend the awarded contracts as needed during the fiscal year, including to adjust unit prices, with the finding that it is in the best interest of the City

6. 2025 City Hall Holiday Closure

Recommendation: Adopt a Resolution authorizing the closure of City Hall from November 24, 2025 through Friday, November 28, 2025, Monday, December 22, 2025 through Friday, December 26, 2025, and Thursday, January 1, 2026 through Friday, January 2, 2026

7. Public Works Fiscal Year 24/25 New Classifications

Recommendation: Adopt a Resolution, which takes the following actions:

- A. Approve a side letter with the Public Employees' Union, Local 1/AFSCME 57 bargaining unit to modify their represented classifications to accommodate the new classifications approved by Council in the Fiscal Year 24/25 operating budget for the Public Works Department
- B. Authorize the Finance Director to amend the salary schedule to establish new classifications reflecting the personnel changes approved by Council in the Fiscal Year 24/25 operating budget
- C. Reclassify the incumbent Administrative Analyst III in the Public Works Department impacted by the new Public Works Administrative Manager classification adopted in the Fiscal Year 24/25 operating budget

8. Sutter County Liaison Appointment to the Yuba City Planning Commission

Recommendation: Confirm the appointment of Karri Campbell to the Yuba City Planning Commission as a non-voting Liaison for 2025, in accordance with City Ordinance No. 006-25

9. Bogue Road Sewer Extension Project - Professional Services Contract Amendment & Change Order Authorization

Recommendation: Adopt a Resolution which takes the following actions:

- A. Authorizes Amendment No. 1 to the professional services agreement with MHM, Inc. of Marysville, CA for Engineering Services During Construction in the amount of \$262,657.00, subject to material terms, review and approval as to legal form by the City Attorney, and with the finding that it is in the best interest of the City
- B. Authorizes the Finance Director to make a budget transfer in the amount of \$262,657.00 from CIP Account No. 981104 to CIP Account No. 981295
- C. Authorizes the Public Works Director to negotiate and execute change orders to the Contract with Ranger Pipelines, Inc. for providing a single 18-Inch diameter sanitary sewer forcemain to ultimately serve properties west of State Route 99, utilizing the previously authorized

construction contingency funds for the Bogue Road
Sewer Extension Project

10. City Housing Loan Program Funds - Supplemental Appropriation

Recommendation: Authorize the Finance Director to make a supplemental appropriation of \$316,446 to Fund 205 Account 6390-65305, and \$59,110 to Fund 203 Account 6031-65305

11. Purchase of Playground Equipment for Patriot Park

Recommendation: Adopt a Resolution which takes the following actions:

- A. Adopts a CEQA Class 2 Categorical Exemption
- B. Awards the playground equipment purchase for Patriot Park to Miracle Playsystems in the amount of \$151,637.78 through Sourcewell contract 010521-LTS, with the finding that it is in the best interest of the City
- C. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

12. Cancellation of May 6, 2025 Regular Meeting of the City Council

Recommendation: Cancel the May 6, 2025 Regular Meeting of the City Council

Business Items

13. Water System Consolidation – Oswald Tudor Fire Station #8

Recommendation: Adopt a Resolution authorizing the Public Works Director to sign a letter of intent to serve the Oswald Tudor Fire Station #8 with City water and submit to the Sutter Local Agency Formation Commission

14. Community Sponsorship Request- BMLC

Recommendation: Consider the sponsorship requests from the Beale Military Liaison Council, Inc., and if approved:

Adopt a Resolution to approve a monetary sponsorship request from the Beale Military Liaison Council, Inc., in the amount of \$2,500.00

Future Agenda Items

15. Future Agenda Items

Reports and Communications

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

16. City Manager's Report

17. City Council Reports

Adjournment



Proclamation

of the City Council

Yuba City Police Department Communications Division

**National Public Safety Telecommunicators Week
April 13 – 19, 2025**

WHEREAS, the Yuba City Police Department Public Safety Dispatchers are a vital role in the protection of human life and property in our community; and

WHEREAS, Public Safety Dispatchers are responsible for responding to telephone calls from the public for police, fire, and emergency medical assistance and for dispatching said assistance to help save the lives and property of our citizens; and

WHEREAS, Yuba City Public Safety Dispatchers endure long shifts while handling life and death emergencies all the while setting high standards in the performance of their duties in a manner that has earned recognition by the California 911 Commission; and

WHEREAS, Yuba City Public Safety Dispatchers service and dedication to duty has resulted in countless lives saved, injuries minimized, and property damage reduced; and

WHEREAS, Public Safety Dispatchers are typically the first, and most critical, contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are a vital link for our police and fire personnel by monitoring their activities by radio, providing them with critical information, and ensuring their safety; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during their performance on the job in the past year.

NOW, THEREFORE BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby recognize and honor our Yuba City Public Safety Dispatchers whose diligence and professionalism keep our city, citizens and first responders safe.

Done on this 15th day of April 2025 in the City of Yuba City, County of Sutter, State of California.

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

Or email to:
Ciara Wakefield, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Kristi Morales , Administrative Analyst

Summary

Subject: Minutes of the March 18, 2025 Regular Meeting of the City Council and the March 18, 2025 Special Meeting of the Successor Agency to the Redevelopment Agency and City Council and Minutes of the April 1, 2025 Regular Meeting of the City Council

Recommendation: Approve the Minutes of the March 18, 2025, Regular Meeting of the City Council and the March 18, 2025, Special Meeting of the Successor Agency to the Redevelopment Agency and City Council and Minutes of the April 1, 2025 Regular Meeting of the City Council

Fiscal Impact: None

Attachments:

1. 03-18-2025 Regular Meeting Minutes-Draft
2. 04-01-2025 Meeting Minutes-Draft

Prepared By:
 Kristi Davis
 Deputy City Clerk

Submitted By:
 Robert Bendorf
 Interim City Manager

ATTACHMENT 1

**MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MARCH 18, 2025
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

**SPECIAL CLOSED SESSION OF THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY AND CITY COUNCIL
MARCH 18, 2025
6:00 P.M. SPECIAL MEETING
COUNCIL CHAMBERS/SUTTER ROOM**

Meeting

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

Roll Call

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

Absent:

Invocation/Inspiration

Pastor Dan Callahan, Legacy Baptist Church

Pledge of Allegiance to the Flag

Councilmember Kirchner

Agenda Modifications

No changes were made

Ceremonial Presentations

1. 2024 Officer of the Year - Detective Joe Swallow Proclamation

Mayor Shaw presented a proclamation to Detective Joe Swallow

Tasha Weaver from Senator Megan Dahle's office presented a proclamation on behalf of Congressman LaMalfa, Kerry Haynes from Congressman Doug LaMalfa's office to join us.

Public Communication

2. Appearance of Interested Citizens

No public comment

Consent Calendar

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 3-7

3. Minutes of the March 4, 2025 Regular Meeting of the City Council and March 10, 2025 Special Meeting of the City Council

Approve the Minutes of the March 4, 2025 Regular Meeting of the City Council and the minutes of the March 10, 2025 Special Meeting of the City Council

4. Police Department Body Worn and In-Car Camera Contract Renewal

Adopt **Resolution 25-029** authorizing the City Manager or designee to renew the contract for body worn and in-car camera systems with Axon Enterprise, Inc. of Phoenix, AZ in the amount of \$154,946.07 with the finding that it is in the best interest of the City

5. Reconnecting Communities and Neighborhoods Grant Agreement - Signing Authority

Adopt **Resolution 25-030** with the following actions:

A. Authorize the City Manager to enter into a Subrecipient Agreement with Sacramento Area Council of Governments to receive \$750,000 in grant funding for the Reconnecting Communities and Neighborhoods Grant through the US Department of Transportation and;

B. Authorize the Finance Director to make a supplemental appropriation of \$250,000 to CIP account 941353, and \$500,000 to CIP account 941354 to receive grant funds

6. 2024 Housing Element Annual Progress Report

A. Receive the 2024 Housing Element Annual Progress Report; and

B. Direct staff to file the report for calendar year 2024 with the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR)

7. WTP Lime Pump and Lime Mixer Purchase

Adopt a **Resolution 25-031** with the following actions:

A. Award the purchase of four (4) Bredel-brand peristaltic pumps and two (2) control panels, to Misco Water of Pleasanton, CA in the amount of \$90,000.00, including contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City

B. Award the purchase of one (1) Model GCDO-6 5HP mixer to Cleveland Mixer of Clinton, CT in the amount of \$17,000.00, including sales tax, freight, and contingency, for the Lime Storage and Feed System Upgrade Project, with the finding that it is in the best interest of the City

The motion was passed unanimously

Business Items

8. Yuba-Sutter Economic Development Corporation - 2025-2030 Five-Year Comprehensive Economic Development Strategy (CEDS) Update, Public Works Project Update, and 2024 CEDS Annual Performance Evaluation

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

Adopt **Resolution 25-032** approving the five-year 2025-2030 CEDS, the 2024 Comprehensive Economic Development Evaluation and Performance Report, and the updated Appendices I Public Works Projects and authorize its submittal to the United States Department of Commerce, Economic Development Administration

The motion was passed unanimously

9. Letter of Commitment with Yuba County Sheriff's Department - Potential Future Agreement to Utilize RIMS Integrated Public Safety Software

Councilmember Pasquale moved and Councilmember Kirchner seconded the motion to:

A. Approve the City of Yuba City to sign a commitment letter with the Yuba County Sheriff's Department for a potential future agreement to utilize the Records Management Software, RIMS Integrated Public Safety Software, which would be fully funded by a prospective California Department of Justice National Criminal History Improvement Program (NCHIP 30) Grant

B. Adopt **Resolution 25-033** authorizing the City Manager to sign and execute the commitment letter with the Yuba County Sheriff's Department for participation in the RIMS Integrated Public Safety Software System

The motion was passed unanimously

10. Community Sponsorship Requests

Stacey Howell Spoke

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to:

Consider the sponsorship requests from Playzeum, and Shri Guru Ravidass Temple. If approved:

A. Adopt **Resolution 25-034** approving the sponsorship requests from Playzeum

B. Adopt **Resolution 25-035** to approve a monetary sponsorship request from the Shri Guru Ravidass Temple

The motion was passed unanimously

11. Adventist Health – Ad Hoc Committee

Mayor Shaw and Vice-Mayor Boomgaarden were designated to steer the Adventist Health – Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by Council

Future Agenda Items

12. Future Agenda Items

Councilmember Pasquale requested an update on solutions for school traffic on A street.

Reports and Communications

13. City Manager's Report

14. City Council Reports

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

Closed Session

- A. Conference with Legal Counsel - Anticipated Litigation Deciding Whether to Initiate Litigation Pursuant to Paragraph 4 of Subdivision (d) of Government Code Section 54956.9

No public comment received

At 7:18 PM City Council moved into Closed Session (Sutter Room)

After Closed Session, City Council returned to the Council Chambers

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney – No reportable action

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 8:18 PM

Dave Shaw, Mayor

ATTEST:

Kristi Davis, Deputy City Clerk

ATTACHMENT 2

MAYOR'S AGENDA
REGULAR MEETING OF THE
CITY COUNCIL - CITY OF YUBA CITY
APRIL 1, 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, Kirchner, and Pasquale

Absent:

Closed Session

- A. Conference With Legal Counsel—Existing Litigation (Pursuant to Government Code Section 54956.9(d)(1))
Name of case: Flores (Garcia) v. City of Yuba City - Case number: 402104A9F7G-0001

No public comment received

Regular Meeting

Call to Order

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

Roll Call:

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

Absent:

Invocation/Inspiration

Faith Christian High School Chaplin Rick Daugherty

Pledge of Allegiance to the Flag

Vice-Mayor Boomgaarden

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications

Mayor Shaw reordered the ceremonial presentations, switching items 2 and 3 on the agenda.

Ceremonial Presentations

1. Van's Bicycle Center - 50-Year Anniversary Proclamation

Mayor Shaw presented a proclamation to the family of Van's Bicycle center

~~2. Recognition of Faith Christian High School Girls Varsity Basketball Division Champions~~

2. City Council Life-Saving Commendation for Teacher Mackinzie Murray, Twin Rivers Charter School

Mayor Shaw presented a Life Saving Commendation to Teacher Mackinzie Murray

~~3. City Council Life-Saving Commendation for Teacher Mackinzie Murray, Twin Rivers Charter School~~

3. Recognition of Faith Christian High School Girls Varsity Basketball Division Champions

Mayor Shaw presented a Certificate of Appreciation to the Faith Christian High School Girls Varsity Basketball and staff

Public Communication

4. Appearance of Interested Citizens

No public comment

Consent Calendar

Councilmember Kirchner moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 5-7

5. Adoption of the Fire Hazard Severity Zones Ordinance

Adopt by title only an Uncodified **Ordinance 008-28** 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, as determined and recommended by the State Fire Marshal pursuant to California Assembly Bill No. 211 and waive the second reading

6. Design Award - City Turf Replacement Project

Adopt **Resolution 25-036** awarding a Professional Services Agreement to MSLA Landscape Architecture in the amount of \$160,072.10 for design and engineering services for turf replacement on City- owned properties using grant funding awarded by the Department of Water Resources 2022 Urban Community Drought Relief Grant Program for the City-Owned Property Turf Replacement Project

7. Annual Community Facilities District Report Pursuant to Government Code 53411

Note and File

The motion was passed unanimously

Business Items

8. Rebate Program Guidelines – Commercial Turf Replacement Projects

Councilmember Pasquale moved and Councilmember Cole seconded the motion to:

Approve rebate guidelines for commercial customers to convert turf to lower water use landscaping for up to \$10,000 per commercial location in accordance with grant requirements.

The motion was passed unanimously

9. Pedestrian Safety and Striping Improvements (Plans & Specifications)

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

Adopt **Resolution 25-037** adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the Pedestrian Safety and Striping Improvements Project

The motion was passed unanimously

10. Citywide Sign Upgrades (Plans & Specifications)

Councilmember Cole moved and Councilmember Pasquale seconded the motion to:

Adopt **Resolution 25-038** adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the Citywide Sign Upgrades Project

The motion was passed unanimously

11. Plumas Street Water Tower Plaza (Plans & Specifications)

Councilmember Pasquale moved and Councilmember Kirchner seconded the motion to

Adopt **Resolution 25-039** adopting a CEQA Class 4 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the Plumas Street Water Tower Plaza Project

The motion was passed unanimously

Future Agenda Items

12. Future Agenda Items

Councilmember Pasquale requested an update on delinquent building projects

Reports and Communications

13. City Manager's Report

14. City Council Reports

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

Adjournment

The meeting was adjourned in memory of Officer Osmar Rodarte of the Marysville Police Department, who lost his life in the line of duty. The Council expressed condolences to his family, friends, and fellow officers. The meeting was adjourned at 7:06 PM

Dave Shaw, Mayor

ATTEST:

Kristi Davis, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: 2025 Resurfacing Project (Plans & Specifications)
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the 2025 Resurfacing Project
Fiscal Impact: \$1,800,000 - Engineer's Estimate - Account No. 1213 (Residential Road Rehabilitation)

Purpose:

To implement a road maintenance project at various locations throughout the City.

Council's Strategic Goals:

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

Background:

Public Works is responsible for the maintenance of public streets within the City. As part of the City's Capital Improvement Program (CIP), Council allocates funds for the purpose of maintaining roadways.

This year's maintenance project proposes to maintain City roadways through multiple rehabilitation methods, including asphalt digouts, asphalt rubber cape seals, and slurry seals on designated roadways. Repair methods were determined based on the condition of the roadway, road category, and cost efficiency.

City staff established the street list for the 2025 Resurfacing Project with the use of the StreetSaver Pavement Management System in coordination with priority locations and construction feasibility. From this review, City staff was able to prioritize the repairs by degree of need consider various citywide issues, and available resources. The final street list was assembled to meet the project's budget as efficiently as possible. The areas recommended for inclusion in the 2025 Resurfacing Project are shown on the Project Location Map & Street List (Attachment 2). Work will primarily include asphalt rubber cape seals.

Analysis:

Public Works has prepared the project plans, specifications, and cost estimate for the 2025 Resurfacing Project. With Council approval of the plans and specifications and authorization to advertise for bids, staff anticipates the following schedule:

Advertise for Bid:	May 2025
Award Contract:	June 2025
Start of Construction:	July 2025
Completion:	Fall 2025

The plans and specifications for the project are on file in the Public Works Department at City Hall and at https://www.yubacity.net/public_works_plans/index.php for review.

Fiscal Impact:

The estimated project cost is \$1,800,000. This estimate includes a 5% contingency and 5% for construction management to reflect total project cost. The project will be funded primarily with gas tax funds through CIP Account No. 1213 (Residential Road Rehabilitation). This account currently has a balance of approximately \$1,870,000. After project completion, the CalRecycle Rubberized Pavement Grant Program will reimburse the City approximately \$84,500.

Detailed fiscal impacts will be presented to Council at the award of the contract based on the actual bid amounts.

Environmental:

Staff have performed a preliminary environmental assessment of this project and determined that it falls within Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as it involves the resurfacing, patching, and reconstruction of streets within the existing curb line. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Provide staff with direction regarding modifications to proposed locations.

Recommendations:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the 2025 Resurfacing Project.

Attachments:

1. Attachment 1 - Resolution - Plans & Specs
2. Attachment 2 - Project Location Map & Street List

Prepared By:
Jasmine Solano
Assistant Civil Engineer

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION,
APPROVING THE PLANS AND SPECIFICATIONS, AND
AUTHORIZING ADVERTISEMENT FOR BIDS FOR 2025
RESURFACING PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the 2025 Resurfacing Project.

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

1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as it involves the resurfacing, patching, and reconstruction of streets within the existing curb lines. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The plans and specifications for the 2025 Resurfacing Project be approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the 2025 Resurfacing Project.
4. This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of April, 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

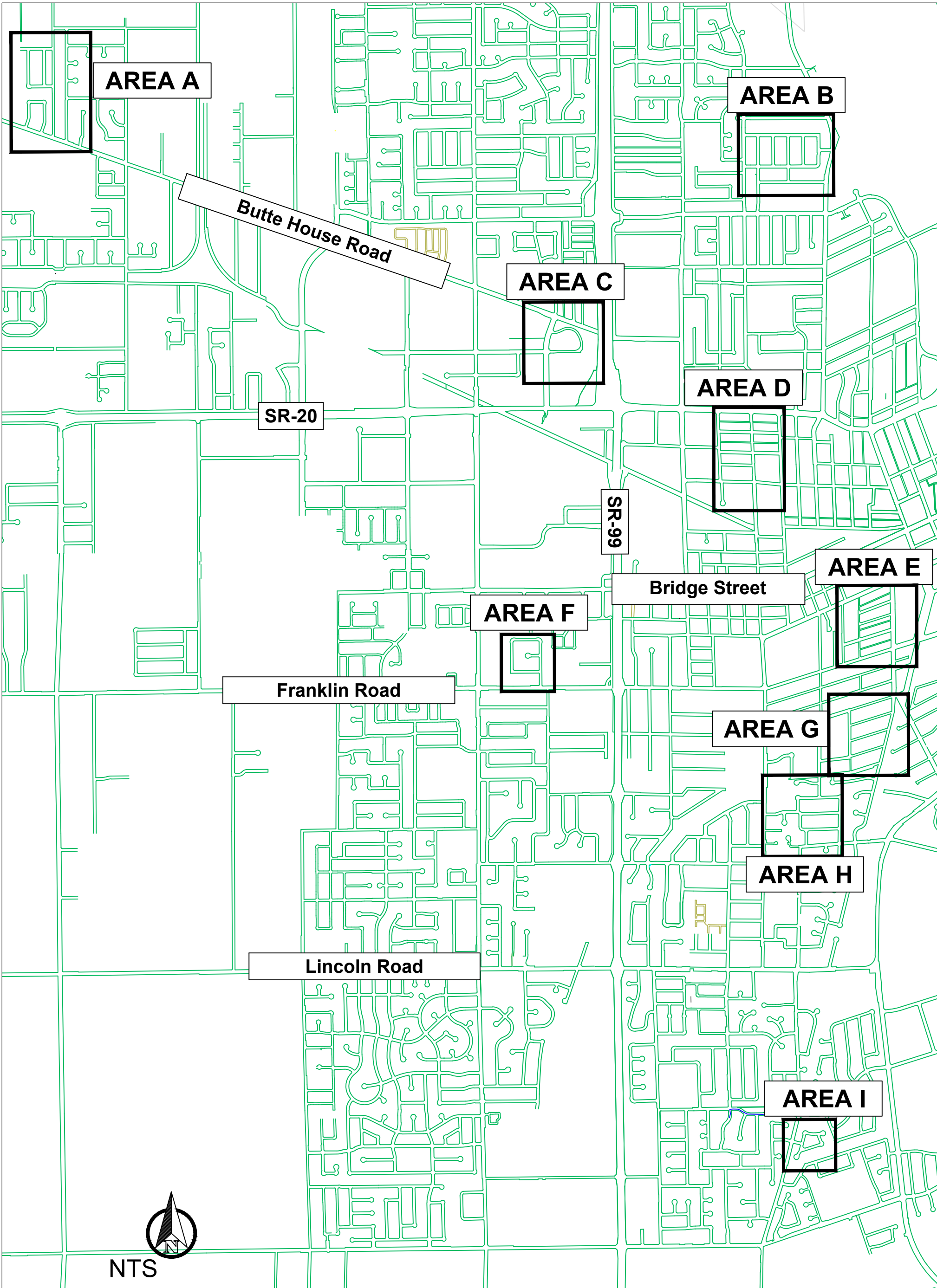
ATTEST:

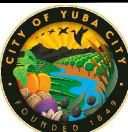
Kristi Davis, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

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

ATTACHMENT 2



CITY OF YUBA CITY			
2025 RESURFACING PROJECT LOCATION MAP			
	SUBMITTED BY: J Solano	DESIGN BY: JS	DRAWING NO.
	1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-3288	DRAWN BY: JS	
	CHECKED BY: JW	DATE OF PLANS:	

Project Street List				
Area	Road	Treatment	From	To
A	Delle Drive	Asphalt Rubber Cape Seal	Butte House Rd	Butte House Rd
	Madison Road	Asphalt Rubber Cape Seal	Butte House Rd	True Rd
	Melba Street	Asphalt Rubber Cape Seal	Clearview Drive	Northcross Street
	Clearview Drive	Asphalt Rubber Cape Seal	Madison Road	Northcross Street
	Northcross Street	Asphalt Rubber Cape Seal	Madison Road	End
B	Darrough Drive	Asphalt Rubber Cape Seal	Clark Avenue	Timothy Lane
	Upland Drive	Asphalt Rubber Cape Seal	Darrough Drive	Winslow Drive
	Debra Lane	Asphalt Rubber Cape Seal	Darrough Drive	Winslow Drive
	Youngs Lane	Asphalt Rubber Cape Seal	Darrough Drive	Winslow Drive
	Melanie Lane	Asphalt Rubber Cape Seal	Darrough Drive	Winslow Drive
	Timothy Lane	Asphalt Rubber Cape Seal	Darrough Drive	Winslow Drive
	Lorel Way	Type II Slurry Seal	Timothy Lane	Live Oak Blvd
	Winslow Drive	Asphalt Rubber Cape Seal	Clark Avenue	Timothy Lane
C	Civic Center Boulevard	Asphalt Rubber Cape Seal	Poole Blvd	Butte House Rd
D	Ellis Way	Asphalt Rubber Cape Seal	Stafford Way	Clark Avenue
	Ellis Way	Type II Slurry Seal	Clark Avenue	Cooper Avenue
	Rosalind Avenue	Type II Slurry Seal	Stafford Way	Clark Avenue
	Wilkie Way	Asphalt Rubber Cape Seal	Stafford Way	Clark Avenue
	Wilkie Way	Asphalt Rubber Cape Seal	Clark Avenue	Cooper Avenue
	Louise Avenue	Type II Slurry Seal	Stafford Way	Clark Avenue
	Bandy Way	Type II Slurry Seal	Stafford Way	Clark Avenue
	Stafford Way	Type I Slurry Seal, then Asphalt Rubber Cape Seal	Forbes Avenue	End
E	Pine Way	Asphalt Rubber Cape Seal	B Street	Franklin Avenue
	Brooks Way	Asphalt Rubber Cape Seal	Percy Avenue	Pine Way
	Spruce Way	Asphalt Rubber Cape Seal	Percy Avenue	Pine Way
	Elm Street	Asphalt Rubber Cape Seal	Percy Avenue	Pine Way
	Campbell Way	Asphalt Rubber Cape Seal	Percy Avenue	Pine Way
F		Type I Slurry Seal, then		
	Neil Drive	Asphalt Rubber Cape Seal	Franklin Avenue	End
	Adeline Street	Type I Slurry Seal, then Asphalt Rubber Cape Seal	Neil Drive	End
G	Western Avenue	Type II Slurry Seal	Morton Street	Orchard Street
	Clinton Street	Type II Slurry Seal	Western Avenue	Main Street
	Michigan Street	Asphalt Rubber Cape Seal	Western Avenue	Main Street
	Toledo Street	Asphalt Rubber Cape Seal	Western Avenue	Main Street
H	Woodhurst Court	Asphalt Rubber Cape Seal	Park Avenue	End
	Park Avenue	Asphalt Rubber Cape Seal	Orchard Street	Sheerwood Drive
	Sheerwood Drive	Type II Slurry Seal	Crestmont Avenue	Windsor Drive
	E Hillcrest Avenue	Asphalt Rubber Cape Seal	Bunce Road	Windsor Drive
	E Hillcrest Avenue	Type II Slurry Seal	Windsor Drive	Crestmont Avenue
	St James Court	Asphalt Rubber Cape Seal	E Hillcrest Avenue	End
	Windsor Drive	Asphalt Rubber Cape Seal	Sheerwood Drive	Winship Road
	Mayfair Avenue	Asphalt Rubber Cape Seal	Windsor Drive	Crestmont Avenue
I	Mariner Way	Asphalt Rubber Cape Seal	Railroad Avenue	Mariner Loop
	Mariner Loop	Type II Slurry Seal	Mariner Way	End

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Fiscal Year 25/26 Chemical Award
Recommendation: Adopt a Resolution which takes the following action:

- A. Awarding bulk chemical purchase contracts for City facilities per the results of the Bay Area Chemical Consortium Fiscal Year 25/26 formal bid for the period of July 1, 2025 through June 30, 2026; and
- B. Authorizing the City Manager to negotiate and amend the awarded contracts as needed during the fiscal year, including to adjust unit prices, with the finding that it is in the best interest of the City

Fiscal Impact: \$406,000 – Water Treatment Plant
 \$190,000 – Acct. No. 7120-63702 (Chlorine)
 \$150,000 – Acct. No. 7120-63703 (Alum)
 \$60,000 – Acct. No. 7120-63708 (Fluoride)
 \$6,000 – Acct. No. 7120-63714 (Citric Acid)

\$660,000 – Wastewater Treatment Facility
 \$500,000 – Acct. No. 8120-63702 (Chlorine)
 \$160,000 – Acct. No. 8120-63731 (Sodium Bisulfite)

\$49,000 – Gauche Aquatic Park Acct. No. 5130-63701 (Chemicals)

Balances are based on projected need. The actual costs will vary based upon usage.

Purpose:

To cost-effectively provide the essential chemicals for the water and wastewater treatment processes and operation of the Gauche Aquatic Park (GAP).

Council's Strategic Goals:

This item supports Council's Strategic Goals of *Fiscal Responsibility* and *Infrastructure* by ensuring the safe operation of water, wastewater, and recreation services through responsible procurement of materials and supplies.

Background:

The City's Water Treatment Plant (WTP) and Wastewater Treatment Facility (WWTF) treatment processes and the maintenance of the GAP facility require a number of chemicals purchased in bulk. In order to maximize cost savings and purchasing efficiencies, the City has primarily utilized two avenues for obtaining annual contracts for the chemical supply and delivery. These options are a City-run formal bid and the Bay Area Chemical Consortium (BACC) annual bid.

In 2016, the City joined the BACC for the purchase of bulk chemicals. The BACC is a group of over sixty (60) municipalities and water agencies which consolidate all chemical purchases into one shared formal bid to leverage economy of scale for better pricing and facilitation with these large chemical companies.

Analysis:

The City uses six (6) of the chemicals bid by the BACC, as listed below. The recommended awardees and base unit prices for Fiscal Year 25/26 per the annual BACC bid are as follows:

Aluminum Sulfate Chemtrade Chemicals US LLC Parsippany, NJ	\$.87 /gallon
Citric Acid Univar Solutions USA LLC Kent, WA	\$10.45 /gallon
Hydrofluosilicic Acid DuBois Chemicals, Inc. Sharonville, OH	\$2.66 /gallon
Liquid Chlorine Thatcher Company of California, Inc. Salt Lake City, UT	\$2,749.00 /ton
Sodium Bisulfite (40%) Univar Solutions USA LLC Kent, WA	\$2.645 /gallon
Sodium Hypochlorite (12.5%) Pioneer Americas LLC (Olin Corporation) Cleveland, TN	\$3.35 /gallon

Individual contracts will also include any required taxes, delivery, and other fees as indicated in their BACC bid specifications.

On June 6, 2023, City Council awarded two (2) chemical contracts from Formal Bid 23-02 and one (1) sole-source chemical contract to fulfill the remaining bulk chemical needs. Fiscal Year 25/26 will be the second of the three (3) yearly extensions approved by Council as part of those contract terms.

Fiscal Impact:

Funding for these bulk chemical purchases is annually budgeted in the Water, Wastewater, and GAP operating budgets. The Fiscal Year 25/26 proposed budget amounts for these chemicals are as follows:

<u>Facility</u>	<u>Account Title</u>	<u>Estimated Amount</u>
WTP	CHLORINE	\$190,000
WTP	ALUMINUM SULFATE	\$150,000
WTP	FLUORIDE	\$60,000
WTP	CITRIC ACID	\$6,000
WWTF	CHLORINE	\$500,000
WWTF	SODIUM BISULFITE	\$160,000
GAP	SODIUM HYPOCHLORITE	\$49,000

The total chemical expenditures for the fiscal year are estimated at \$1,115,000; however, chemical needs are variable during the treatment process due to water quality, weather, and other mitigating factors and subsequent usage can only be estimated.

Alternatives:

Direct staff to conduct a formal bid for the subject chemicals, rather than utilizing the BACC bid results. This is unlikely to result in any cost savings, as negotiating in bulk via the BACC helps to secure lower rates from vendors.

Recommendation:

Adopt a Resolution:

A. Awarding bulk chemical purchase contracts for City facilities per the results of the Bay Area Chemical Consortium Fiscal Year 25/26 formal bid for the period of July 1, 2025 through June 30, 2026, and

B. Authorizing the City Manager to negotiate and amend the awarded contracts as needed during the fiscal year, including to adjust unit prices, with the finding that it is in the best interest of the City.

Attachments:

1. Attachment 1 - FY 25-26 Chemical Award Resolution

Prepared By:
Scarlett O. Harris
Administrative Analyst III

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 25-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING FISCAL
YEAR 25/26 BULK CHEMICAL PURCHASE CONTRACTS TO BAY AREA CHEMICAL
CONSORTIUM LOW BIDDERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE
SAID CONTRACTS**

WHEREAS, the City of Yuba City joined the Bay Area Chemical Consortium (BACC) in order to acquire bids for six (6) of the City of Yuba City's Fiscal Year 25/26 chemical procurement needs; and

WHEREAS, in response to the BACC's advertisement, the City received the bids for BACC Fiscal Year 25/26 in the total base bid amounts listed herein; and

WHEREAS, the City Public Works Department has reviewed the bids, examined the low bidders and their bid responses, and found them to be both the lowest qualified responsive and responsible bidders, as listed below:

Aluminum Sulfate Chemtrade Chemicals US LLC Parsippany, NJ	\$\$.87 /gallon
Citric Acid Univar Solutions USA LLC Kent, WA	\$10.45 /gallon
Hydrofluosilicic Acid DuBois Chemicals, Inc. Sharonville, OH	\$2.66 /gallon
Liquid Chlorine Thatcher Company of California, Inc. Salt Lake City, UT	\$2,749.00 /ton
Sodium Bisulfite (40%) Univar Solutions USA LLC Kent, WA	\$2.645 /gallon
Sodium Hypochlorite (12.5%) Pioneer Americas LLC (Olin Corporation) Cleveland, TN	\$3.35 /gallon

, and has recommended them for award of these contracts; and

WHEREAS, the City desires to award the bids to the above low bidders and enter into a agreements with said vendors to provide bulk chemicals to the City's Water Treatment Plant, Wastewater Treatment Facility, and Gauche Aquatic Park throughout Fiscal Year 25/26.

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

1. The City Council of the City of Yuba City does hereby accept the bids received by the Bay Area Chemical Consortium as listed herein, identifies the lowest responsive and responsible bidders as noted above, and awards bulk chemical purchase contracts for City facilities per the results of the Bay Area Chemical Consortium Fiscal Year 25/26 formal bid for the period of July 1, 2025 through June 30, 2026 as follows:

Aluminum Sulfate Chemtrade Chemicals US LLC Parsippany, NJ	\$.87 /gallon
Citric Acid Univar Solutions USA LLC Kent, WA	\$10.45 /gallon
Hydrofluosilicic Acid DuBois Chemicals, Inc. Sharonville, OH	\$2.66 /gallon
Liquid Chlorine Thatcher Company of California, Inc. Salt Lake City, UT	\$2,749.00 /ton
Sodium Bisulfite (40%) Univar Solutions USA LLC Kent, WA	\$2.645 /gallon
Sodium Hypochlorite (12.5%) Pioneer Americas LLC (Olin Corporation) Cleveland, TN	\$3.35 /gallon

The City Manager is authorized to enter into agreements on behalf of the City of Yuba City for the same, subject to review as to legal form by the City Attorney.

2. The City Manager is authorized to negotiate and amend these agreements as needed during the fiscal year, including to adjust unit prices.
3. The City Council finds that the award of each of these bids is in the best interest of the City.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of April 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Kristi Davis, Deputy City Clerk

APPROVED AS TO FORM
COUNCIL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Aricka Espinoza, Administrative Analyst

Summary

Subject: 2025 City Hall Holiday Closure
Recommendation: Adopt a Resolution authorizing the closure of City Hall from November 24, 2025 through Friday, November 28, 2025, Monday, December 22, 2025 through Friday, December 26, 2025, and Thursday, January 1, 2026 through Friday, January 2, 2026
Fiscal Impact: None.

Purpose:

To provide advance notice to the public and City staff to plan for the holiday periods:

1. Thanksgiving: Monday, November 24, 2025 through Friday, November 28, 2025
2. Christmas: Monday, December 22, 2025 through Friday, December 26, 2025
3. New Year's Day: Thursday, January 1, 2026 through Friday, January 2, 2026

Council's Strategic Goal:

This item addresses the City Council's Strategic Goal of being business friendly by providing advanced notice of closures to the public.

Background:

On February 18, 2025, Council approved the modification of office hours for City Hall to be Monday through Thursday, 8am to 5pm, and Friday by appointment only.

Historically, the numbers of City Hall routine counter service requests or utility bill payments the week of Thanksgiving and between Christmas and New Year's Day are low. Since 2011, City Hall has been closed for a week around the Christmas/New Year's Day holidays. Since 2020, the holiday closure has expanded to include the Thanksgiving week.

Beginning last year, the week of Thanksgiving became a recognized paid holiday for the Public Employees' Union, Local 1/AFSCME 57, First Level Managers, and Mid-Managers bargaining units as well as the Confidential Employees unit. Employees required to work during the week of Thanksgiving are allowed to take those holiday hours off during the months of October, November, or December.

The proposed time periods to close City Hall are:

1. Thanksgiving Week:

Mon. Nov. 24	Tues. Nov. 25	Wed. Nov. 26	Thurs. Nov. 27	Fri. Nov. 28	Sat. Nov. 29	Sun. Nov. 30	Mon. Dec. 1
Holiday	Holiday	Holiday	Holiday	Holiday			
Closure	Closure	Closure	Closure	Closure			Open

2. Christmas Week: The Christmas Float Holiday falls on Wednesday, December 24, 2025.

Mon. Dec. 22	Tues. Dec. 23	Wed. Dec. 24	Thurs. Dec. 25	Fri. Dec. 26
		Float Holiday	Obs. Holiday	
Closure	Closure	Closure	Closure	Closure

3. New Year's Day: The New Year's Eve Float Holiday falls on Wednesday, December 31, 2025.

Mon. Dec. 29	Tues. Dec. 30	Wed. Dec. 31	Thurs. Jan. 1	Fri. Jan. 2
		Float Holiday	Obs. Holiday	
Open	Open	Open	Closure	Closure

This holiday closure provides an opportunity for employees to take extra time off before the end of the calendar year while customer service demands are low. Employees may elect to work during the Christmas and New Year's Day City Hall holiday closure or may utilize accrued discretionary leave time.

These holiday closures do not impact emergency services or other facilities such as the Corporation Yard, Water Treatment Facility or Wastewater Treatment Facility. Also, inspection services will remain available.

Analysis:

The Local 1, First Level Managers, and Mid-Managers bargaining units as well as the Confidential unit have been notified of the recommended closures.

The Holiday Closures will be well advertised to the public to ensure advance and thorough notification. If approved, a news release would be published to the City's website. Notices of the closure would be posted at City Hall as well as on the City's social media accounts.

Fiscal Impact:

None.

Alternatives:

Do not close City Hall for Thanksgiving week, Christmas week, or New Year's Day.

Recommendation:

Adopt a Resolution authorizing the closure of City Hall from Monday, November 24, 2025 through Friday, November 28, 2025, Monday, December 22, 2025 through Friday, December 26, 2025, and Thursday, January 1, 2026 through January 2, 2026.

Attachments:

1. Attachment 1 - Resolution-City Hall Holiday Closure

Prepared By:
Aricka Espinoza
Administrative Analyst

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE CITY HALL HOLIDAY CLOSURES FROM NOVEMBER 24,
2025 – NOVEMBER 28, 2025, DECEMBER 22, 2025 – DECEMBER 26, 2025,
AND JANUARY 1, 2026 – JANUARY 2, 2026**

WHEREAS, given reduced City Hall public service needs during holiday periods, the City is providing employees at City Hall the opportunity to take time off over the below described holiday periods with minimal impact to the public;

WHEREAS, the City Hall Holiday Closures have been successful and well received by the public since 2011;

WHEREAS, non-City Hall operations function during the holiday periods in accordance with normal operational schedules and time off policies;

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

City Hall shall be closed to the public from Monday, November 24, 2025 through Friday, November 28, 2025, Monday, December 22, 2025 through Friday, December 26, 2025, and Thursday, January 1, 2026 through Friday, January 2, 2026. The Christmas Float Holiday is on Wednesday, December 24, 2025 and the New Year's Eve Float Holiday is on Wednesday, December 31, 2025.

For the Christmas and New Year's Day City Hall holiday closures, employees may work their regular hours (performing duties as assigned) or utilize accrued discretionary time off. For the Thanksgiving holiday, impacted employees will comply their respective bargaining unit's Memorandum of Understanding.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 15th day of April 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, City Clerk

Ian Sangster
Kronick, Special Counsel

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Public Works Fiscal Year 24/25 New Classifications

Recommendation: Adopt a Resolution, which takes the following actions:

- A. Approve a side letter with the Public Employees' Union, Local 1/AFSCME 57 bargaining unit to modify their represented classifications to accommodate the new classifications approved by Council in the Fiscal Year 24/25 operating budget for the Public Works Department
- B. Authorize the Finance Director to amend the salary schedule to establish new classifications reflecting the personnel changes approved by Council in the Fiscal Year 24/25 operating budget
- C. Reclassify the incumbent Administrative Analyst III in the Public Works Department impacted by the new Public Works Administrative Manager classification adopted in the Fiscal Year 24/25 operating budget

Fiscal Impact: No additional funding requested

Purpose:

To approve the amendments to the salary schedule, side letter, and reclassifications necessary to implement the Public Works Department's personnel changes adopted in the Fiscal Year 24/25 operating budget.

Council's Strategic Goal:

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

Background:

As part of the Fiscal Year 24/25 budget process, Public Works management evaluated the staffing required to meet organizational structure and public service needs and made several personnel change requests. City Council approved these personnel change requests as part of the operating budget adoption on June 18, 2024. This item completes the approved requests, which were phased into implementation during the fiscal year in light of ongoing budgetary analysis and logistical requirements.

City Council established a hiring policy in order to implement General Fund budget reduction measures while maintaining essential service functions. Finalizing and filling these positions is consistent with Council's current hiring policy, as they have minimal-to-no General Fund impact and are fully funded by the adopted budget.

Some of the Fiscal Year 24/25 personnel changes approved require additional Council action to establish the new classifications and the corresponding amendments to the salary schedule, as well as to address incumbent employees impacted by these requests. A high-level summary of the changes addressed in this item is shown in Figure A, with additional detail about each request provided in the Analysis section below:

Figure A:

Fiscal Year 24/25 Public Works Personnel Changes				
Request #	New Position	Prior Position	Approved Budget Request	Report Recommendations
1	Public Works Project Coordinator	NEW	Added new position for Engineering	Establish new Local 1 classification
2	Senior Custodian	Custodian I/II	Reclassified one (1) of four (4) existing positions to new lead classification	Establish new Local 1 classification
3	Public Works Administrative Manager	Administrative Assistant (Vacant)	Reclassified position to new classification	- Establish new MM salary schedule - Reclassify existing incumbent

Analysis:

The Department recommends the establishment of the following three (3) new classifications, as proposed below. The Department requests that the recommended classification and salary schedule changes be effective at the start of the next pay period, April 19, 2025.

Staff has met and conferred with the affected bargaining units, the Mid-Managers and Public Employees' Union, Local 1/AFSCME 57 (Local 1), on the new classifications and salary schedule. Representatives from Local 1 have executed a side letter to their Memorandum of Understanding (MOU) adding the Custodian, Senior and Public Works Project Coordinator to their represented classifications for approval with this item (Exhibit 1B). The Mid-Managers unit have already added the Public Works Administrative Manager to their represented classifications via the side letter to their MOU approved by Council on November 19, 2024.

Request 1. Public Works Project Coordinator:

The Engineering Division is responsible for both small and large-scale infrastructure improvements projects, ranging from park bathroom remodeling to the 5th Street Bridge replacement, many of which are internal support for other departments and facilities. These contracts are often complicated by grant and loan funding, public procurement processes, and reporting requirements, which require dedicated management and coordination with the contractor and internal customers.

In order to provide dedicated support for small-scale projects and build greater project capacity for the Engineering team, Public Works requested the creation of an industry-specific Public Works Project Coordinator position, funded in part by Community Development Block Grant funding and other CIP projects.

The Department recommends establishing a salary schedule for the position matching the Engineering Technician II salary, as both will be journey-level positions within the Engineering Division with similar levels of responsibility. This is a new position which will require a recruitment to fill the vacancy.

Request 2. Senior Custodian:

The Facilities Maintenance Division is responsible for the janitorial care of the City's facilities through a crew of four (4) flexibly staffed Custodians I/II, supported by a number of temporary Custodians and contracted services. The custodial team is typically scheduled for night shifts to avoid impacting other City operations; however, they are currently supervised by the Facilities Maintenance Supervisor, who is a day-shift employee.

In order to provide improved leadership, coordination of temporary employees, delivery of special projects, and centralized supply purchasing, Public Works recommended the conversion of one of the four (4) positions to a Custodian, Senior classification in the budget. This position will be even more valuable in the upcoming Fiscal Year 25/26, as the Division will add in-house custodial duties for the Senior Center as part of the General Fund budgetary savings recommendations.

The Department recommends that the Custodian, Senior salary schedule be set at 10% above the Custodian II classification, to align with other Local 1 series. There will still be four positions in total – one Custodian, Senior and three Custodians I/II. The Senior position will be filled by an internal recruitment among the existing Custodian I/II incumbents.

Request 3. Public Works Administrative Manager:

Public Works management and support staff are responsible for the fiscal, personnel, and programmatic needs required for the safe operation of Citywide public infrastructure by the Department's Engineering, Maintenance, and Utilities Branches, including 11 operating divisions, four (4) primary funding sources, and three (3) industrial facilities.

In order to improve the overall administration of the Public Works Department and form a standardized, comprehensive work unit of analytical and administrative support staff, Public Works recommended the reclassification of the vacant Administrative Assistant position to a single-position Mid-Manager classification to lead the Division. The salary schedule recommended by the Department for the industry-specific Public Works Administrative Manager is consistent with salaries for similar positions in comparable agencies.

As the Department desired to move forward with phased implementation of the Public Works organizational changes while the classification was under development, Council approved a reclassification of the Department's Administrative Analyst II to underfill the role as an Administrative

Analyst III on November 19, 2024. Department management now recommends that the incumbent Administrative Analyst III be further reclassified to the Public Works Administrative Manager to complete the budgeted transition.

Fiscal Impact:

Sufficient funding for these new or modified positions was budgeted in the Fiscal Year 24/25 operating budget adopted on June 18, 2024, proportionately shared across General, Road, Water, and Wastewater Funds as appropriate.

Alternatives:

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

Recommendation:

Adopt a Resolution, which takes the following actions:

1. Approve a side letter with the Public Employees' Union, Local 1/AFSCME 57 bargaining unit to modify their represented classifications to accommodate the new classifications approved by Council in the Fiscal Year 24/25 operating budget for the Public Works Department.
2. Authorize the Finance Director to amend the salary schedule to establish new classifications to reflect the personnel changes approved by Council in the Fiscal Year 24/25 operating budget.
3. Reclassify the incumbent Administrative Analyst III in the Public Works Department impacted by the new Public Works Administrative Manager classification adopted in the Fiscal Year 24/25 operating budget.

Attachments:

1. Attachment 1 - Resolution PW FY 24-25 New Classifications
2. Exhibit 1A - Salary Schedule Amendments PW FY 24-25 New Classifications
3. Exhibit 1B - Local 1 Side Letter PW FY 24-25 New Classifications
4. Exhibit 1C - Salary Schedules Eff. 4-19-25 PW FY 24-25 New Classifications

Prepared By:

Benjamin K. Moody
Public Works & Development Services Director

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. 25-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A BARGAINING UNIT SIDE LETTER TO AMEND REPRESENTED CLASSIFICATIONS, AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE SALARY SCHEDULE, AND RECLASSIFYING IMPACTED INCUMBENT EMPLOYEE TO REFLECT PUBLIC WORKS DEPARTMENT FISCAL YEAR 24/25 BUDGETED PERSONNEL CHANGES

WHEREAS, the Public Works Department identified the need to modify and expand organizational services and structure and increase recruitment, retention, and employee development in the Fiscal Year 2024/2025 budget submission cycle; and

WHEREAS, on June 18, 2024, the City Council approved the personnel requests from the Public Works Department, which authorized a number of new or reclassified positions for Public Works, in order to meet these needs; and

WHEREAS, these personnel changes include three (3) new classifications, which will require the amendment of the existing salary schedule and the reclassification of any incumbent employees in those budgeted positions to the appropriate new classification; and

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

WHEREAS, the Mid-Managers bargaining unit modified the represented classifications in their Memorandum of Understanding to add the Public Works Administrative Manager in a side letter approved by the City Council on November 19, 2024; and

WHEREAS, the Public Employees' Union, Local 1/AFSCME 57 (Local 1) bargaining unit has agreed to modify the represented classifications in their Memorandum of Understanding in accordance with these requests.

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

SECTION I. Unit Modifications.

- A. The classification of Custodian, Senior will be established and added to the Local 1 bargaining unit.
- B. The classification of Public Works Project Coordinator will be established and added to the Local 1 bargaining unit.
- C. The classifications added or altered will be governed by the terms of the Memorandum of Understanding applicable to the specified bargaining unit.

SECTION II. Salary Schedule Amendments.

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

PUBLIC EMPLOYEES' UNION, LOCAL 1/AFSCME 57 SALARY SCHEDULE:

- REQUEST 1. PUBLIC WORKS PROJECT COORDINATOR
 - ADD: PUBLIC WORKS PROJECT COORDINATOR
- REQUEST 2. SENIOR CUSTODIAN
 - ADD: CUSTODIAN, SENIOR

MID-MANAGERS BARGAINING UNIT SALARY SCHEDULE:

- REQUEST 3. PUBLIC WORKS ADMINISTRATIVE MANAGER
 - ADD: PUBLIC WORKS ADMINISTRATIVE MANAGER

SECTION III. Reclassification.

The incumbent employee in the Administrative Analyst III position in the Public Works Department shall be reclassified to the Public Works Administrative Manager classification adopted herein, based on the Fiscal Year 24/25 operating budget and the qualifications of the incumbent.

SECTION IV. Authorization.

The above modifications shall become effective with the payroll period beginning April 19, 2025.

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

SECTION V. Bargaining Unit Side Letter.

The attached side letter amending the Memorandum of Understanding between the City and Local 1 (Exhibit 1B) is hereby approved and is incorporated herein by reference.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 15th day of April, 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Kristi Davis, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Salary Schedule Amendments
- B. Side Letter with Local 1
- C. Salary Schedule (Effective April 19, 2025)

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

PUBLIC EMPLOYEES' UNION, LOCAL 1/AFSCME 57

REQUEST 2. CUSTODIAN - SENIOR:

ADD:

4081	CUSTODIAN - SENIOR	PEU, L1	4,265	4,478	4,702	4,937	5,183	Monthly				
			24.61	25.83	27.13	28.48	29.90	Hourly				
5081	CUSTODIAN - SENIOR	PEU, L1	4,265	4,372	4,478	4,590	4,702	4,820	4,937	5,060	5,183	Monthly
			24.61	25.22	25.83	26.48	27.13	27.81	28.48	29.19	29.90	Hourly

REQUEST 1. PUBLIC WORKS PROJECT COORDINATOR:

ADD:

4145	PUBLIC WORKS PROJECT COORDINATOR	PEU, L1	5,391	5,661	5,944	6,241	6,553	Monthly				
			31.10	32.66	34.29	36.01	37.81	Hourly				
5145	PUBLIC WORKS PROJECT COORDINATOR	PEU, L1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly

MID-MANAGERS BARGAINING UNIT

REQUEST 3. PUBLIC WORKS ADMINISTRATIVE MANAGER:

ADD:

7015*	PUBLIC WORKS ADMINISTRATIVE MANAGER	MM	8,943	9,390	9,860	10,353	10,871	Monthly				
			51.59	54.17	56.88	59.73	62.72	Hourly				
7415*	PUBLIC WORKS ADMINISTRATIVE MANAGER	MM	8,943	9,167	9,390	9,625	9,860	10,107	10,353	10,612	10,871	Monthly
			51.59	52.89	54.17	55.53	56.88	58.31	59.73	61.22	62.72	Hourly

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

The City of Yuba City ("City") and Public Employees' Union, Local 1/AFSCME 57 ("Union") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act regarding this Side Letter amending their Memorandum of Understanding ("MOU"), with a current term of February 10, 2024 through June 26, 2026, as set forth below.

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

- The Custodian, Senior classification will be added
- The Public Works Project Coordinator classification will be added

The compensation level for the above-referenced classifications is depicted in the proposed salary schedule included in the Staff Report dated April 15, 2025 that will go to City Council for approval at the time of the recommendation for the changes described above.

This Side Letter of Agreement describes the parties' full and complete Agreement. All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Robert Bendorf, Interim City Manager

Benjamin K. Moody, PW and DS Director

Date: Apr 9, 2025

UNION, LOCAL 1

Joe Santanna
[Joe Santanna \(Apr 9, 2025 07:36 PDT\)](#)
Joe Santanna, President

Ashley Whitmore
Ashley Whitmore, Secretary

Rafael Mendoza
[Rafael Mendoza \(Apr 8, 2025 13:33 PDT\)](#)
Rafael Mendoza, Treasurer

Maddy Laffond
[Maddy Laffond \(Apr 8, 2025 13:12 PDT\)](#)
Maddy Laffond, Representative

Ronald Slaven
[Ronald Slaven \(Apr 8, 2025 12:38 PDT\)](#)
Ronald Slaven, Business Representative
Local 1, AFSCME Council 57

Article 26. – Appendix “A” Recognition

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

EXHIBIT 1C

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE APRIL 19, 2025**

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

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

4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,477	4,701	4,936	5,183	Monthly
			24.60	25.83	27.12	28.48	29.90	Hourly
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,661	4,894	5,139	5,396	5,666	Monthly
			26.89	28.23	29.65	31.13	32.69	Hourly
4290	CODE ENFORCEMENT OFFICER I	PEU, Local 1	4,889	5,133	5,390	5,659	5,942	Monthly
			28.21	29.61	31.10	32.65	34.28	Hourly
4285	CODE ENFORCEMENT OFFICER II	PEU, Local 1	5,377	5,646	5,928	6,224	6,536	Monthly
			31.02	32.57	34.20	35.91	37.71	Hourly
4115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,440	4,662	4,895	5,140	5,397	Monthly
			25.62	26.90	28.24	29.65	31.13	Hourly
4144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,883	5,127	5,383	5,652	5,934	Monthly
			28.17	29.58	31.06	32.61	34.24	Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	6,110	6,415	6,736	7,072	Monthly
			33.57	35.25	37.01	38.86	40.80	Hourly
4050	CUSTODIAN I	PEU, Local 1	3,524	3,700	3,885	4,079	4,284	Monthly
			20.33	21.35	22.41	23.53	24.71	Hourly
4082	CUSTODIAN II	PEU, Local 1	3,876	4,070	4,274	4,488	4,712	Monthly
			22.36	23.48	24.66	25.89	27.19	Hourly
4081	CUSTODIAN - SENIOR	PEU, Local 1	4,264	4,477	4,701	4,936	5,183	Monthly
			24.60	25.83	27.12	28.48	29.90	Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,680	3,864	4,057	4,261	Monthly
			20.22	21.23	22.29	23.41	24.58	Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly
4161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,224	4,435	4,657	4,890	5,134	Monthly
			24.37	25.59	26.87	28.21	29.62	Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly

4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,733	7,070	7,423	7,793	Monthly
			36.99	38.84	40.79	42.83	44.96	Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,236	5,498	5,773	6,062	Monthly
			28.77	30.21	31.72	33.31	34.97	Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	Monthly
			31.10	32.66	34.29	36.01	37.81	Hourly
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,520	6,846	7,188	7,547	Monthly
			35.83	37.62	39.50	41.47	43.54	Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,666	3,849	4,041	4,243	Monthly
			20.14	21.15	22.21	23.31	24.48	Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	4,032	4,234	4,446	4,668	Monthly
			22.15	23.26	24.43	25.65	26.93	Hourly
4219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	4,318	4,534	4,761	4,999	5,249	Monthly
			24.91	26.16	27.47	28.84	30.28	Hourly
4220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	4,750	4,988	5,237	5,499	5,774	Monthly
			27.40	28.78	30.21	31.73	33.31	Hourly
4225	FLEET MAINTENANCE MECHANIC-SENIOR	PEU, Local 1	5,226	5,487	5,761	6,049	6,351	Monthly
			30.15	31.66	33.24	34.90	36.64	Hourly
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,720	6,006	6,306	6,622	Monthly
			31.43	33.00	34.65	36.38	38.20	Hourly
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994	6,294	6,609	6,939	7,286	Monthly
			34.58	36.31	38.13	40.03	42.03	Hourly
4281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,852	6,145	6,452	6,775	7,113	Monthly
			33.76	35.45	37.22	39.09	41.04	Hourly
4282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,437	6,759	7,097	7,452	7,825	Monthly
			37.14	38.99	40.94	42.99	45.14	Hourly

4283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	Monthly
			40.85	42.89	45.04	47.29	49.66	Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,795	3,985	4,184	4,393	Monthly
			20.85	21.89	22.99	24.14	25.35	Hourly
4111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,174	4,383	4,602	4,833	Monthly
			22.93	24.08	25.29	26.55	27.88	Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,845	6,137	6,444	6,768	Monthly
			32.12	33.72	35.41	37.18	39.04	Hourly
4581	LABORATORY ANALYST II	PEU, Local 1	6,124	6,430	6,751	7,089	7,444	Monthly
			35.33	37.10	38.95	40.90	42.95	Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	4,841	5,083	5,337	5,604	5,885	Monthly
			27.93	29.33	30.79	32.33	33.95	Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	5,742	6,029	6,330	6,647	6,979	Monthly
			33.13	34.78	36.52	38.35	40.26	Hourly
4255	PLANS EXAMINER I	PEU, Local 1	5,801	6,091	6,396	6,716	7,052	Monthly
			33.47	35.14	36.90	38.75	40.68	Hourly
4256	PLANS EXAMINER II	PEU, Local 1	6,381	6,700	7,035	7,387	7,757	Monthly
			36.81	38.65	40.59	42.62	44.75	Hourly
4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656	5,939	6,236	6,548	6,876	Monthly
			32.63	34.26	35.98	37.78	39.67	Hourly
4221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,222	6,533	6,860	7,203	7,563	Monthly
			35.90	37.69	39.58	41.56	43.63	Hourly
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly

4120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,957	5,205	5,465	5,738	Monthly
			27.24	28.60	30.03	31.53	33.10	Hourly
4145	PUBLIC WORKS PROJECT COORDINATOR	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	Monthly
			31.10	32.66	34.29	36.01	37.81	Hourly
4080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,494	4,719	4,955	5,202	Monthly
			24.69	25.93	27.23	28.59	30.01	Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,592	4,822	5,063	5,316	Monthly
			25.23	26.49	27.82	29.21	30.67	Hourly
4540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,912	7,258	7,621	8,002	Monthly
			37.98	39.88	41.87	43.97	46.16	Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,902	4,097	4,302	4,517	4,743	Monthly
			22.51	23.64	24.82	26.06	27.36	Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,291	4,506	4,731	4,968	5,216	Monthly
			24.76	26.00	27.29	28.66	30.09	Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,485	4,709	4,944	5,191	Monthly
			24.64	25.88	27.17	28.52	29.95	Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,381	5,650	5,932	6,229	Monthly
			29.57	31.04	32.60	34.22	35.94	Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	Monthly
			33.29	34.95	36.70	38.53	40.46	Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,198	6,508	6,833	7,175	7,535	Monthly
			35.76	37.55	39.42	41.39	43.47	Hourly
4235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,820	7,161	7,519	7,895	8,288	Monthly
			39.35	41.31	43.38	45.55	47.82	Hourly
4293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,501	7,876	8,270	8,683	9,118	Monthly
			43.28	45.44	47.71	50.09	52.60	Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,399	5,669	5,952	6,249	Monthly
			29.67	31.15	32.71	34.34	36.05	Hourly
4286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,655	5,938	6,235	6,547	6,874	Monthly
			32.63	34.26	35.97	37.77	39.66	Hourly

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

Pensionable Compensation for New Members (PEPRA)

MOU Article 13.1 - Bilingual Pay

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.25% of the base rate of pay.

MOU Article 17 - Certificate Pay

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

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

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

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

MOU Article 18 - Shift Differential

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE APRIL 19, 2025**

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

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

5290	CODE ENFORCEMENT OFFICER I	PEU, Local 1	4,889	5,011	5,133	5,262	5,390	5,525	5,659	5,801	5,942	Monthly
			28.21	28.91	29.61	30.36	31.10	31.88	32.65	33.47	34.28	Hourly
5285	CODE ENFORCEMENT OFFICER II	PEU, Local 1	5,377	5,512	5,646	5,787	5,928	6,076	6,224	6,380	6,536	Monthly
			31.02	31.80	32.57	33.39	34.20	35.05	35.91	36.81	37.71	Hourly
5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,440	4,551	4,662	4,779	4,895	5,018	5,140	5,268	5,397	Monthly
			25.62	26.26	26.90	27.57	28.24	28.95	29.65	30.39	31.13	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,883	5,005	5,127	5,255	5,383	5,518	5,652	5,792	5,934	Monthly
			28.17	28.88	29.58	30.32	31.06	31.83	32.61	33.42	34.24	Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,819	5,965	6,110	6,263	6,415	6,576	6,736	6,903	7,072	Monthly
			33.57	34.41	35.25	36.13	37.01	37.94	38.86	39.83	40.80	Hourly
5050	CUSTODIAN I	PEU, Local 1	3,524	3,612	3,700	3,793	3,885	3,982	4,079	4,181	4,284	Monthly
			20.33	20.84	21.35	21.88	22.41	22.97	23.53	24.12	24.71	Hourly
5082	CUSTODIAN II	PEU, Local 1	3,876	3,973	4,070	4,172	4,274	4,381	4,488	4,600	4,712	Monthly
			22.36	22.92	23.48	24.07	24.66	25.28	25.89	26.54	27.19	Hourly
5081	CUSTODIAN - SENIOR	PEU, Local 1	4,264	4,371	4,477	4,589	4,701	4,819	4,936	5,060	5,183	Monthly
			24.60	25.22	25.83	26.48	27.12	27.80	28.48	29.19	29.90	Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	3,505	3,593	3,680	3,772	3,864	3,961	4,057	4,158	4,261	Monthly
			20.22	20.73	21.23	21.76	22.29	22.85	23.41	23.99	24.58	Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,224	4,330	4,435	4,546	4,657	4,774	4,890	5,012	5,134	Monthly
			24.37	24.98	25.59	26.23	26.87	27.54	28.21	28.92	29.62	Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
			33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,573	6,733	6,902	7,070	7,247	7,423	7,608	7,793	Monthly
			36.99	37.92	38.84	39.82	40.79	41.81	42.83	43.89	44.96	Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,112	5,236	5,367	5,498	5,636	5,773	5,916	6,062	Monthly
			28.77	29.49	30.21	30.96	31.72	32.52	33.31	34.13	34.97	Hourly
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,365	6,520	6,683	6,846	7,017	7,188	7,368	7,547	Monthly
			35.83	36.72	37.62	38.56	39.50	40.48	41.47	42.51	43.54	Hourly

5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,579	3,666	3,758	3,849	3,945	4,041	4,142	4,243	Monthly
			20.14	20.65	21.15	21.68	22.21	22.76	23.31	23.90	24.48	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,840	3,936	4,032	4,133	4,234	4,340	4,446	4,557	4,668	Monthly
			22.15	22.71	23.26	23.84	24.43	25.04	25.65	26.29	26.93	Hourly
5219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	4,318	4,426	4,534	4,648	4,761	4,880	4,999	5,124	5,249	Monthly
			24.91	25.53	26.16	26.82	27.47	28.15	28.84	29.56	30.28	Hourly
5220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	4,750	4,869	4,988	5,113	5,237	5,368	5,499	5,637	5,774	Monthly
			27.40	28.09	28.78	29.50	30.21	30.97	31.73	32.52	33.31	Hourly
5225	FLEET MAINTENANCE MECHANIC-SENIOR	PEU, Local 1	5,226	5,357	5,487	5,624	5,761	5,905	6,049	6,199	6,351	Monthly
			30.15	30.91	31.66	32.45	33.24	34.07	34.90	35.76	36.64	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,584	5,720	5,863	6,006	6,156	6,306	6,464	6,622	Monthly
			31.43	32.22	33.00	33.83	34.65	35.52	36.38	37.29	38.20	Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994	6,144	6,294	6,452	6,609	6,774	6,939	7,111	7,286	Monthly
			34.58	35.45	36.31	37.22	38.13	39.08	40.03	41.03	42.03	Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
			33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,705	3,795	3,890	3,985	4,085	4,184	4,290	4,393	Monthly
			20.85	21.38	21.89	22.44	22.99	23.57	24.14	24.75	25.35	Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,075	4,174	4,279	4,383	4,493	4,602	4,717	4,833	Monthly
			22.93	23.51	24.08	24.69	25.29	25.92	26.55	27.21	27.88	Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,706	5,845	5,991	6,137	6,291	6,444	6,606	6,768	Monthly
			32.12	32.92	33.72	34.56	35.41	36.29	37.18	38.11	39.04	Hourly
5581	LABORATORY ANALYST II	PEU, Local 1	6,124	6,277	6,430	6,591	6,751	6,920	7,089	7,266	7,444	Monthly
			35.33	36.21	37.10	38.03	38.95	39.92	40.90	41.92	42.95	Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	4,841	4,962	5,083	5,210	5,337	5,471	5,604	5,745	5,885	Monthly
			27.93	28.63	29.33	30.06	30.79	31.56	32.33	33.14	33.95	Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly

5200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,601	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.31	33.10	Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	5,742	5,886	6,029	6,180	6,330	6,489	6,647	6,813	6,979	Monthly
			33.13	33.96	34.78	35.65	36.52	37.44	38.35	39.31	40.26	Hourly
5255	PLANS EXAMINER I	PEU, Local 1	5,801	5,946	6,091	6,244	6,396	6,556	6,716	6,884	7,052	Monthly
			33.47	34.30	35.14	36.02	36.90	37.82	38.75	39.72	40.68	Hourly
5256	PLANS EXAMINER II	PEU, Local 1	6,381	6,541	6,700	6,868	7,035	7,211	7,387	7,572	7,757	Monthly
			36.81	37.74	38.65	39.62	40.59	41.60	42.62	43.68	44.75	Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,656	5,798	5,939	6,088	6,236	6,392	6,548	6,712	6,876	Monthly
			32.63	33.45	34.26	35.12	35.98	36.88	37.78	38.72	39.67	Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,222	6,378	6,533	6,697	6,860	7,032	7,203	7,383	7,563	Monthly
			35.90	36.80	37.69	38.64	39.58	40.57	41.56	42.59	43.63	Hourly
5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,721	4,839	4,957	5,081	5,205	5,335	5,465	5,601	5,738	Monthly
			27.24	27.92	28.60	29.31	30.03	30.78	31.53	32.31	33.10	Hourly
5145	PUBLIC WORKS PROJECT COORDINATOR	PEU, Local 1	5,391	5,526	5,661	5,803	5,944	6,093	6,241	6,397	6,553	Monthly
			31.10	31.88	32.66	33.48	34.29	35.15	36.01	36.91	37.81	Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	4,280	4,387	4,494	4,607	4,719	4,837	4,955	5,078	5,202	Monthly
			24.69	25.31	25.93	26.58	27.23	27.91	28.59	29.30	30.01	Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	4,373	4,483	4,592	4,707	4,822	4,943	5,063	5,189	5,316	Monthly
			25.23	25.86	26.49	27.16	27.82	28.52	29.21	29.94	30.67	Hourly
5540	QUALITY ASSURANCE OFFICER	PEU, Local 1	6,583	6,748	6,912	7,085	7,258	7,440	7,621	7,811	8,002	Monthly
			37.98	38.93	39.88	40.88	41.87	42.92	43.97	45.06	46.16	Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,902	4,000	4,097	4,200	4,302	4,410	4,517	4,630	4,743	Monthly
			22.51	23.08	23.64	24.23	24.82	25.44	26.06	26.71	27.36	Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,291	4,399	4,506	4,619	4,731	4,850	4,968	5,092	5,216	Monthly
			24.76	25.38	26.00	26.65	27.29	27.98	28.66	29.38	30.09	Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,271	4,378	4,485	4,597	4,709	4,827	4,944	5,068	5,191	Monthly
			24.64	25.26	25.88	26.52	27.17	27.85	28.52	29.24	29.95	Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,125	5,253	5,381	5,516	5,650	5,791	5,932	6,079	6,229	Monthly
			29.57	30.31	31.04	31.82	32.60	33.41	34.22	35.07	35.94	Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly

5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,820	6,991	7,161	7,340	7,519	7,707	7,895	8,092	8,288	Monthly
			39.35	40.33	41.31	42.35	43.38	44.46	45.55	46.68	47.82	Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,142	5,271	5,399	5,534	5,669	5,811	5,952	6,101	6,249	Monthly
			29.67	30.41	31.15	31.93	32.71	33.53	34.34	35.20	36.05	Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,655	5,797	5,938	6,087	6,235	6,391	6,547	6,710	6,874	Monthly
			32.63	33.44	34.26	35.12	35.97	36.87	37.77	38.71	39.66	Hourly
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,504	6,667	6,829	7,000	7,170	7,350	7,529	7,717	7,905	Monthly
			37.52	38.46	39.40	40.38	41.37	42.40	43.44	44.52	45.60	Hourly
5131	WATER TREATMENT PLANT OPER.TRAINEE	PEU, Local 1	5,634	5,775	5,916	6,064	6,212	6,368	6,523	6,686	6,850	Monthly
			32.50	33.32	34.13	34.98	35.84	36.74	37.63	38.57	39.52	Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,198	6,353	6,508	6,671	6,833	7,004	7,175	7,355	7,535	Monthly
			35.76	36.65	37.55	38.49	39.42	40.41	41.39	42.43	43.47	Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,819	6,990	7,160	7,339	7,518	7,706	7,894	8,091	8,288	Monthly
			39.34	40.33	41.31	42.34	43.37	44.46	45.54	46.68	47.82	Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,501	7,689	7,876	8,073	8,270	8,477	8,683	8,900	9,118	Monthly
			43.28	44.36	45.44	46.58	47.71	48.91	50.09	51.35	52.60	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 13.1 - Bilingual Pay

Employees in classifications who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of 2.25% of the base rate of pay.

MOU Article 17 - Certificate Pay

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

Employees in the Parks Division who possess a Pool Operations

Certificate will receive 1.5% of their base rate of pay

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

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

MOU Article 18 - Shift Differential

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

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE APRIL 19, 2025**

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

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

7043*	PARK MAINTENANCE MANAGER	MM	6,928 39.97	7,274 41.97	7,638 44.07	8,020 46.27	8,421 48.58	Monthly Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7065*	PLANNER-SENIOR	MM	7,611 43.91	7,992 46.11	8,392 48.42	8,812 50.84	9,253 53.38	Monthly Hourly
7060*	PLANNING MANAGER	MM	9,415 54.32	9,886 57.03	10,380 59.88	10,899 62.88	11,444 66.02	Monthly Hourly
7085*	PROJECT MANAGER	MM	7,879 45.46	8,273 47.73	8,687 50.12	9,121 52.62	9,578 55.26	Monthly Hourly
7015*	PUBLIC WORKS ADMINISTRATIVE MANAGER	MM	8,943 51.59	9,390 54.17	9,860 56.88	10,353 59.73	10,871 62.72	Monthly Hourly
7090*	PUBLIC WORKS MAINTENANCE SUPERINTENDENT	MM	9,071 52.33	9,525 54.95	10,001 57.70	10,501 60.58	11,026 63.61	Monthly Hourly
7046*	RECREATION MANAGER	MM	8,062 46.51	8,465 48.84	8,888 51.28	9,332 53.84	9,799 56.53	Monthly Hourly

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

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

- - -

Certificate Pay

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

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

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

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE APRIL 19, 2025**

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

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

7505*	INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,269	10,519	10,782	11,045	11,321	11,597	11,887	12,177	Monthly
			57.80	59.24	60.69	62.20	63.72	65.31	66.91	68.58	70.25	Hourly
7443*	PARK MAINTENANCE MANAGER	MM	6,928	7,101	7,274	7,456	7,638	7,829	8,020	8,220	8,421	Monthly
			39.97	40.97	41.97	43.02	44.07	45.17	46.27	47.42	48.58	Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7465*	PLANNER-SENIOR	MM	7,611	7,802	7,992	8,192	8,392	8,602	8,812	9,032	9,253	Monthly
			43.91	45.01	46.11	47.26	48.42	49.63	50.84	52.11	53.38	Hourly
7460*	PLANNING MANAGER	MM	9,415	9,651	9,886	10,133	10,380	10,640	10,899	11,172	11,444	Monthly
			54.32	55.68	57.03	58.46	59.88	61.38	62.88	64.45	66.02	Hourly
7485*	PROJECT MANAGER	MM	7,879	8,076	8,273	8,480	8,687	8,904	9,121	9,349	9,578	Monthly
			45.46	46.59	47.73	48.92	50.12	51.37	52.62	53.94	55.26	Hourly
7415*	PUBLIC WORKS ADMINISTRATIVE MANAGER	MM	8,943	9,167	9,390	9,625	9,860	10,107	10,353	10,612	10,871	Monthly
			51.59	52.89	54.17	55.53	56.88	58.31	59.73	61.22	62.72	Hourly
7490*	PUBLIC WORKS MAINTENANCE SUPERINTENT	MM	9,071	9,298	9,525	9,763	10,001	10,251	10,501	10,764	11,026	Monthly
			52.33	53.64	54.95	56.33	57.70	59.14	60.58	62.10	63.61	Hourly
7446*	RECREATION MANAGER	MM	8,062	8,264	8,465	8,677	8,888	9,110	9,332	9,565	9,799	Monthly
			46.51	47.68	48.84	50.06	51.28	52.56	53.84	55.18	56.53	Hourly

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

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

Certificate Pay

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

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

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

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

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Sutter County Liaison Appointment to the Yuba City Planning Commission
Recommendation: Confirm the appointment of Karri Campbell to the Yuba City Planning Commission as a non-voting Liaison for 2025, in accordance with City Ordinance No. 006-25
Fiscal Impact: None.

Purpose:

To confirm the appointment of Karri Campbell to the Yuba City Planning Commission as a non-voting Liaison for 2025, in accordance with the recently updated Planning Commission changes to reflect district representation.

Council's Strategic Goal:

This item does not directly meet one of the Council's strategic goals but is necessary to comply with Municipal Code Section 8-1.02 and Sutter County Ordinance Code Chapter 72 to continue to operate our City government in a responsible and responsive manner.

Background:

Yuba City and Sutter County Codes require that a Planning Commissioner from each jurisdiction sit on each agency's Planning Commission.

On March 4, 2025, the City Council adopted Ordinance 006-25 transitioning the Planning Commission from at-large to district-based representation. This resulted in the Yuba City Planning Commission being reduced in size from six at-large members and one representative from Sutter County, to five members. Under this new structure, the Sutter County Planning Commissioner representative is being transitioned from a voting member to a non-voting liaison, who is able to provide input only for agenda items. The updated ordinance became effective April 4th, 2025.

It is beneficial for the community when the City and County governmental bodies cooperate on various projects that impact both jurisdictions. Having a member of the Yuba City Planning Commission serving as a representative on the Sutter County Planning Commission and a member of the Sutter County Planning Commission serving as a liaison at the Yuba City Planning Commission ensures the perspectives, and priorities of each jurisdiction are voiced and considered, resulting in more informed

decision making. These projects may include regional environmental analysis, the expansion of infrastructure, the conversion of agricultural land to urban uses, and the distribution of natural resources.

On March 11, 2025, the Sutter County Board of Supervisors confirmed Supervisorial District 4 Planning Commissioner Karri Campbell to the Yuba City Planning Commission for a fourth year.

Analysis:

Per Ordinance No. 006-25 adopted March 4, 2025, Municipal Code Section 8-1.01(e), annually, Sutter County may nominate a non-voting liaison to the City Planning Commission and this person is required to be confirmed by a majority vote of the City Council.

Commissioner Campbell has demonstrated a depth of planning knowledge and has provided a valuable perspective on the City Planning Commission. Staff recommends confirmation of this reappointment as the County liaison for 2025.

Fiscal Impact:

None.

Alternatives:

The City Council may choose not to confirm this appointment as a liaison; however, should the decision be made not to confirm this appointment, the Council should provide direction of how it desires to proceed.

Recommendation:

Confirm the appointment of Karri Campbell to the Yuba City Planning Commission as a non-voting Liaison for 2025.

Attachments:

1. Attachment 1 - Sutter County Appointment Letter

Prepared By:

Andrew Darrell
Assistant Planner

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1



SUTTER COUNTY

DEVELOPMENT SERVICES DEPARTMENT

Building Inspection
Environmental Health/CUPA

Code Enforcement
Engineering/Water Resources

Planning

Admin & Finance
Road Maintenance

March 13, 2025

City of Yuba City
Attn: Doug Libby, AICP
Deputy Director of Development Services
1201 Civic Center Boulevard
Yuba City, CA 95993

RE: Appointment of County Planning Commissioner to Yuba City Planning Commission

Dear Doug Libby,

Sutter County has selected a representative to sit on the Yuba City Planning Commission. Commissioner Karri Campbell, from Supervisorial District 4, was nominated by the Sutter County Planning Commission at its January 15, 2025, meeting and this appointment was confirmed by the Board of Supervisors at their March 11, 2025, meeting.

Per the Sutter County Planning Commission By-Laws, Commissioner Campbell's appointment to the Yuba City Planning Commission must be confirmed by the City Council of the City of Yuba City.

Commissioner Campbell's contact information is provided below:

Karri Campbell



If you have any questions or concerns, feel free to contact me by phone at (530) 822-7400 ext. 242 or by e-mail at awacht@co.sutter.ca.us.

Sincerely,

Arwen Wacht
Principal Planner

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Bogue Road Sewer Extension Project - Professional Services Contract Amendment & Change Order Authorization

Recommendation: Adopt a Resolution which takes the following actions:

- A. Authorizes Amendment No. 1 to the professional services agreement with MHM, Inc. of Marysville, CA for Engineering Services During Construction in the amount of \$262,657.00, subject to material terms, review and approval as to legal form by the City Attorney, and with the finding that it is in the best interest of the City
- B. Authorizes the Finance Director to make a budget transfer in the amount of \$262,657.00 from CIP Account No. 981104 to CIP Account No. 981295
- C. Authorizes the Public Works Director to negotiate and execute change orders to the Contract with Ranger Pipelines, Inc. for providing a single 18-Inch diameter sanitary sewer forcemain to ultimately serve properties west of State Route 99, utilizing the previously authorized construction contingency funds for the Bogue Road Sewer Extension Project

Fiscal Impact: \$262,657.00 – CIP Account No. 1295 (Bogue Road Improvements)

Purpose:

To facilitate construction of the Bogue Road Sewer Extension Project in accordance with the Bogue Stewart Master Plan, Newkom Ranch Development Agreement, and City's Wastewater Master Plan.

Council's Strategic Goal:

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

Background:

The Bogue Road Sewer Extension Project proposes to extend critical sewer infrastructure along Bogue Road, west of Railroad Avenue, consistent with the Bogue Stewart Master Plan, the Newkom Ranch Development Agreement, and the City Wastewater Master Plan. The project scope, as bid, included the following Bid Schedules:

- Bid Schedule A (Sewer Lift Station Improvements)
- Bid Schedule B (Gravity Sewer Improvements)
- Bid Schedule C (18-Inch Sewer Force Main Improvements)
- Bid Schedule D (6-Inch Gravity Sewer Improvements)

On December 17, 2024, Council awarded Bid Schedules A and B to Ranger Pipelines, Inc. of San Francisco with the understanding that staff would value engineer options related to work items in the other bid schedules originally bid for construction and return to Council for any necessary authorizations.

Analysis:

Engineering Services During Construction:

As the City's design engineer, MHM will now need to respond to requests for information from the Contractor and inspection team, as well as provide other similar services during construction. On March 16, 2025, MHM submitted a proposal to provide these services. Staff reviewed the proposal and determined that the estimated hours and labor rates are consistent with industry standard, as well as MHM's previously awarded design contract. Staff recommends amending the current Professional Services Agreement with MHM in the amount of \$262,657.00 to provide the necessary engineering services during construction. A substantial component of the cost relates to subconsultant work for programming the lift station. The City will only be billed for actual costs.

Public Works Director Contract Change Order Authorization:

Staff reviewed Ranger Pipeline's bid and identified an opportunity to provide a single 18-inch diameter forcemain from bid Schedule C to provide service for future developments west of State Route 99. In this scenario, the 10-Inch gravity sewer in Bid Schedule B would be increased to 18-inch diameter and all pipelines would be moved outside the existing paved roadway where possible. The net results of the recommended changes is approximately \$300,000.00, well within the previously authorized contingency amount.

Staff recommends Council authorize the Public Works Director to negotiate change orders to implement the recommended changes within the previously authorized contingency.

Fiscal Impact:

The Bogue Road Sewer Extension project is funded through CIP Account No. 1295 (Bogue Road Improvements - State Route 99 to Railroad Avenue). On December 17, 2024, Council authorized funding in the amount of \$5,431,000, consisting of \$3,877,000 in American Rescue Plan Act (ARPA) funds and \$1,554,000 in Wastewater funds. This funding included a construction contingency of \$855,000.

In order to facilitate Engineering Services During Construction, staff recommends a budget transfer of \$262,657.00 in wastewater funds from CIP Account No. 981104 (Recurring Wastewater Collections) to CIP Account No. 1295 (Bogue Road Improvements – State Route 99 to Railroad Avenue). There is currently approximately \$859,923.40 in CIP Account No. 981104.

Environmental:

In August 2016 Council approved the project environmental Initial Study/Mitigated Negative Declaration which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA). There has not been any substantial new information acquired nor

changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA.

Alternatives:

1. Do not authorize the recommended contract modifications and direct staff to implement the project as previously awarded.
2. Direct staff to implement additional changes to the project within the previously advertised scope of work. Council may need to authorize additional funding for such additions.

Recommendation:

Adopt a Resolution which takes the following actions:

1. Authorizes Amendment No. 1 to the professional services agreement with MHM, Inc. of Marysville, CA for Engineering Services During Construction in the amount of \$262,657.00, subject to material terms, review and approval as to legal form by the City Attorney, and with the finding that it is in the best interest of the City.
2. Authorizes the Finance Director to make a budget transfer in the amount of \$262,657.00 from CIP Account No. 981104 to CIP Account No. 981295.
3. Authorizes the Public Works Director to negotiate and execute change orders to the Contract with Ranger Pipelines, Inc. for providing a single 18-Inch diameter sanitary sewer forcemain to ultimately serve properties west of State Route 99, utilizing the previously authorized construction contingency funds for the Bogue Road Sewer Extension Project.

Attachments:

1. Attachment 1 - Resolution
2. Exhibit A - Amendment 1 to Professional Services Agreement with MHM, Inc.

Prepared By:

Nick Menezes
Senior Civil Engineer

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH MHM, INC. FOR ENGINEERING SERVICES DURING CONSTRUCTION ASSOCIATED
WITH THE BOGUE ROAD SEWER EXTENSION PROJECT, AUTHORIZING THE FINANCE
DIRECTOR TO MAKE NECESSARY BUDGET TRANSFERS, AND AUTHORIING THE
PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CHANGE ORDERS TO THE
CONTRACT WITH RANGER PIPELINES.**

WHEREAS, on January 17, 2024, the City Council awarded a Professional Services Agreement to MHM, Inc. of Marysville, CA to provide design services necessary for the Bogue Road Improvements Project, including design for sewer extension work (Bogue Road Sewer Extension Project, (Project)); and

WHEREAS, as the City's design engineer, MHM will need to response to request for information from the Contractor and inspection team, as well as provide other similar services during construction; and

WHEREAS, the City Council desires to amend the Professional Services Agreement with MHM, Inc. for engineering services during construction with the Project; and

WHEREAS, such an amendment is in the City's best interest; and

WHEREAS, on December 17, 2024, City Council awarded a construction contract to Ranger Pipelines, Inc. of San Francisco, CA to construct Bid Schedule A (Sewer Lift Station Improvements) and Bid Schedule B (Gravity Sewer Main Improvements) of the Project; and

WHEREAS, staff reviewed the bids and identified an opportunity to construct a portion of Bid Schedule C (18-Inch Sewer Force Main Improvements) by increasing the 10-Inch gravity sewer in Bid Schedule B to 18-Inch diameter, and move all pipelines outside the existing roadway where possible; and

WHEREAS, the net results of the recommended changes would be approximately \$300,000.00, well within the previously authorized contingency.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council of the City of Yuba City authorizes the City Manager to enter into Amendment No. 1 to the Professional Services Agreement with MHM, Inc. of Marysville, CA for engineering services during construction in the amount of \$262,657.00, for a total contract amount of \$625,856.00, subject to material terms. The City Council finds that approval of such amendment in the best interest of the City.
3. The City Council of the City of Yuba City authorizes the Finance Director to make a budget transfer in the amount of \$262,657.00 from CIP Account No. 981104 to CIP Account No. 981295.

4. The City Council of the City of Yuba City authorizes the Public Works Director to negotiate and execute change orders to the Contract with Ranger Pipelines, Inc. for providing a single 18-Inch diameter sanitary sewer forcemain to ultimately serve properties west of State Route 99, utilizing the previously authorized construction contingency funds for the Bogue Road Sewer Extension Project.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of April, 2025.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Kristi Davis, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Amendment No. 1 to the Professional Service Agreement

EXHIBIT “A”

Public Works



AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES MHM, Inc.

MHM, Inc.
1204 E Street
Marysville, CA 95901

SUBJECT: Amendment No. 1 to Scope of Services for Bogue Road Sewer Extension Project

This Amendment to the Agreement for Professional Services dated January 17, 2024 ("First Amendment") is made and entered into as of the _____ day of _____, 2025 by and between the City of Yuba City ("City") and MHM, Inc. ("Consultant").

Recitals

Whereas, by Professional Services Agreement dated January 17, 2024 ("Prime Agreement"), City entered into an agreement with Consultant for design services for the City's Bogue Road Improvement Project (Project) in the amount of \$363,199.00, including design for sewer extension work.

Whereas, the Bogue Sewer Extension Project Construction Contract was awarded and construction is expected to commence in April 2025, as the City's design engineer, MHM, Inc. will now need to respond to request for information from the Contractor and inspection team, as well as provide other similar services during construction.

Whereas, the Parties desire to amend the Prime Agreement for a first time to provide for engineering during construction through completion of the Project.

Agreement

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Consultant agree as set forth herein.

1. Amended Exhibit A MHM, Inc. Engineering Services During Construction Scope & Proposal, which is attached hereto and incorporated herein by reference.
2. Compensation, third paragraph of the Prime Agreement is amended to read in its entirety as follows:

Compensation to be paid to Consultant shall be in accordance with the Schedule of Chargers set forth in Amended Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed Six Hundred Twenty-Five Thousand, Eight Hundred Fifty Six Dollars (\$625,856.00) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at time of payment.

Public Works



3. A copy of the Prime Agreement is attached hereto as Exhibit "B" and, except as otherwise amended by this First Amendment, the Prime Agreement is incorporated as though set forth in full herein.
4. Except as amended in this First Amendment, the terms and conditions of the Prime Agreement shall remain the same and shall be in full force and effect. This First Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first written above.

CITY:

CITY OF YUBA CITY, a municipal corporation

CONSULTANT:

MHM, Inc.

Benjamin K Moody, Public Works &
Development Services Director

Name: _____

Title: _____

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

Attachments:

- Exhibit A: Amended Exhibit A - MHM, Inc. Engineering Services During Construction Scope & Proposal
- Exhibit B: Prime Agreement

Public Works



Exhibit A Amended Exhibit A

Task Order No. 2 - Attachment No. 1
MHM Incorporated - Consulting Engineering Services
City of Yuba City
BSMP REGIONAL SEWER PROJECT
COMBINED FEE SUMMARY

No.	Task Description	MHM	Frisch	Verdantas	Total Costs
CONSULTING ENGINEERING SERVICES - BSMP REGIONAL SEWER PROJECT - CONSTRUCTION SERVICES					
Task 1 - Project Management and Coordination					
1.1	Project Management (March 1, 2025 through October 31, 2025)	\$ 3,654	\$ 4,140	\$ —	\$ 7,794
1.2	Invoicing and Quarterly Progress Reports	\$ 3,528	\$ 1,573	\$ —	\$ 5,101
1.3	Kickoff Meeting	\$ 1,008	\$ 2,008	\$ —	\$ 3,016
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 1 - Project Management and Coordination	\$ 8,190	\$ 7,721	\$ —	\$ 15,911
Task 2 - Environmental and Permitting					
2.1	Wetland-Determination	\$ —	\$ —	\$ —	\$ —
2.2	Area of Potential Effect (APE)	\$ —	\$ —	\$ —	\$ —
2.3	Biological Resource Evaluation	\$ —	\$ —	\$ —	\$ —
2.4	Environmental Permit Facilitation	\$ —	\$ —	\$ —	\$ —
2.5	Archeological Study	\$ —	\$ —	\$ —	\$ —
2.6	Tribal Cultural Resources	\$ —	\$ —	\$ —	\$ —
2.7	CEQA Initial Study/Mitigated Negative Declaration	\$ —	\$ —	\$ —	\$ —
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 2 - Environmental and Permitting	\$ -	\$ -	\$ —	\$ -
Task 3 - Basis of Design Report					
3.1	Design Team Coordination Meetings	\$ —	\$ —	\$ —	\$ —
3.2	Engineers' Estimate of Probable Cost	\$ —	\$ —	\$ —	\$ —
3.3	Hydraulic Calculations and HEC-RAS Model Update	\$ —	\$ —	\$ —	\$ —
3.4	Draft - Basis of Design Report	\$ —	\$ —	\$ —	\$ —
3.5	Final - Basis of Design Report	\$ —	\$ —	\$ —	\$ —
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 3 - Basis of Design Report	\$ -	\$ -	\$ —	\$ -
Task 4 - Geotechnical Evaluations					
4.1	Coordination, Document Review, Site Visit, Permit Acquisitions, USA	\$ —	\$ —	\$ —	\$ —
4.2	Subsurface Exploration	\$ —	\$ —	\$ —	\$ —
4.3	Laboratory Testing	\$ —	\$ —	\$ —	\$ —
4.4	Perform Engineering Analysis and Calculations	\$ —	\$ —	\$ —	\$ —
4.5	Prepare Geotechnical Report	\$ —	\$ —	\$ —	\$ —
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 4 - Geotechnical Evaluations	\$ -	\$ -	\$ —	\$ -
Task 5 - Design Engineering for Pipe Crossing and Outfall					
5.1	Topographic Surveying, Drone Aerial, and Mapping	\$ —	\$ —	\$ —	\$ —
	Bathymetric Survey (Waterside and Landside areas)	\$ —	\$ —	\$ —	\$ —
5.2	ROW and Surveys (Record Boundary Research and Determination)	\$ —	\$ —	\$ —	\$ —
5.3	65% Submittal - Plans, Technical Specifications, and Estimate	\$ —	\$ —	\$ —	\$ —
5.4	90% Submittal - Plans, Technical Specifications, and Estimate	\$ —	\$ —	\$ —	\$ —
5.5	100%/Final Submittal - Plans, Technical Specifications, and Estimate	\$ —	\$ —	\$ —	\$ —
	Storm Water Pollution Prevention Plan (does not include implementation)	\$ —	\$ —	\$ —	\$ —
5.6	Bidding Support	\$ —	\$ —	\$ —	\$ —
	Conformed Plans and Specifications	\$ —	\$ —	\$ —	\$ —
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 5 - Design Engineering for Pipe Crossing and Outfall	\$ -	\$ -	\$ —	\$ -

Task Order No. 2 - Attachment No. 1
MHM Incorporated - Consulting Engineering Services
City of Yuba City
BSMP REGIONAL SEWER PROJECT
COMBINED FEE SUMMARY

No.	Task Description	MHM	Frisch	Verdantas	Total Costs
CONSULTING ENGINEERING SERVICES - BSMP REGIONAL SEWER PROJECT - CONSTRUCTION SERVICES					
Task 6 - Engineering Services During Construction					
6.1	Submittal and Request for Information Review	\$ 18,018	\$ 20,938	\$ —	\$ 38,956
6.2	Additional Field Instructions and Field Coordination	\$ 5,670	\$ 3,188	\$ —	\$ 8,858
6.3	Field Inspections (does not include full time inspection)	\$ 8,190	\$ 17,414	\$ —	\$ 25,604
6.4	Change Order Support	\$ 11,340	\$ 3,447	\$ —	\$ 14,787
6.5	On-Site Meetings and Coordination	\$ —	\$ —	\$ —	\$ —
6.6	Record Drawings	\$ 5,901	\$ 2,712	\$ —	\$ 8,613
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 6 - Engineering Services During Construction	\$ 49,119	\$ 47,698	\$ —	\$ 96,817
Task 7 - Construction Management, Inspection, and Surveys					
7.1	Construction Management - Assist Yuba City	\$ 15,120	\$ —	\$ —	\$ 15,120
7.2	Construction Status Meetings	\$ 10,920	\$ 3,395	\$ —	\$ 14,315
7.3	Field Inspections	\$ —	\$ —	\$ —	\$ —
7.4	Geotechnical Material Testing - Quality Assurance	\$ 8,400	\$ —	\$ —	\$ 8,400
7.5	Construction Control Monuments (Total of 4)	\$ 1,407	\$ —	\$ —	\$ 1,407
7.6	Quality Assurance Surveys	\$ 7,518	\$ —	\$ —	\$ 7,518
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 7 - Construction Management, Inspection, and Surveys	\$ 43,365	\$ 3,395	\$ —	\$ 46,760
Task 8 - Construction Closeout					
8.1	Construction Closeout	\$ 9,009	\$ 4,678	\$ —	\$ 13,687
8.2	As-Built Drawings (verification of Contractor Drawings)	\$ 4,704	\$ —	\$ —	\$ 4,704
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 8 - Construction Closeout	\$ 13,713	\$ 4,678	\$ —	\$ 18,391
Task 9 - Testing and Start-Up					
9.1	Perform Testing and Start-up Procedures	\$ 4,389	\$ 2,981	\$ —	\$ 7,370
9.2	PLC and OI Programming includes Arc Flash Analysis	\$ 2,688	\$ 56,304	\$ —	\$ 58,992
		\$ —	\$ —	\$ —	\$ —
	Subtotal Task 9 - Testing and Start-Up	\$ 7,077	\$ 59,285	\$ —	\$ 66,362
Subconsultants Markup (15%)		\$18,417			\$18,417
TOTAL EFFORT		\$139,881	\$122,777	\$0	\$262,657

Task Order No. 2 - Attachment No. 2
MHM Incorporated - Consulting Engineering Services
City of Yuba City
BSMP REGIONAL SEWER PROJECT
MHM DETAILED FEE ESTIMATE

No.	Task Description	Labor Labor														Total Hours	Total Labor (\$)	Expenses	Total
		P12	P11	P10	P9	P5	P4	P3	P2	P1	Lead Inspect	Inspect	Soils	2 Man Survey	A4				
	Rates	330.00	290.00	275.00	260.00	200.00	190.00	180.00	170.00	155.00	240.00	220.00	170.00	335.00	130.00			5.00%	
CONSULTING ENGINEERING SERVICES - BSMP REGIONAL SEWER PROJECT - CONSTRUCTION SERVICES																			
Task 1 - Project Management and Coordination																			
1.1	Project Management (March 1, 2025 through October 31, 2025)		12													12	\$ 3,480	\$ 174	\$ 3,654
1.2	Invoicing and Quarterly Progress Reports		8												8	16	\$ 3,360	\$ 168	\$ 3,528
1.3	Kickoff Meeting		2				2									4	\$ 960	\$ 48	\$ 1,008
																0	\$ -	\$ -	\$ -
	Subtotal Task 1 - Project Management and Coordination	0	22	0	0	0	2	0	0	0	0	0	0	0	8	32	\$ 7,800	\$ 390	\$ 8,190
Task 2 - Environmental and Permitting																			
2.1	Wetland Determination															0	\$ -	\$ -	\$ -
2.2	Area of Potential Effect (APE)															0	\$ -	\$ -	\$ -
2.3	Biological Resource Evaluation															0	\$ -	\$ -	\$ -
2.4	Environmental Permit Facilitation															0	\$ -	\$ -	\$ -
2.5	Archeological Study															0	\$ -	\$ -	\$ -
2.6	Tribal Cultural Resources															0	\$ -	\$ -	\$ -
2.7	CEQA Initial Study/Mitigated Negative Declaration															0	\$ -	\$ -	\$ -
																0	\$ -	\$ -	\$ -
	Subtotal Task 2 - Environmental and Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 3 - Basis of Design Report																			
3.1	Design Team Coordination Meetings															0	\$ -	\$ -	\$ -
3.2	Engineers' Estimate of Probable Cost															0	\$ -	\$ -	\$ -
3.3	Hydraulic Calculations and HEC-RAS Model Update															0	\$ -	\$ -	\$ -
3.4	Draft - Basis of Design Report															0	\$ -	\$ -	\$ -
3.5	Final - Basis of Design Report															0	\$ -	\$ -	\$ -
																0	\$ -	\$ -	\$ -
	Subtotal Task 3 - Basis of Design Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 4 - Geotechnical Evaluations																			
4.1	Coordination, Document Review, Site Visit, Permit Acquisitions, USA															0	\$ -	\$ -	\$ -
4.2	Subsurface Exploration															0	\$ -	\$ -	\$ -
4.3	Laboratory Testing															0	\$ -	\$ -	\$ -
4.4	Perform Engineering Analysis and Calculations															0	\$ -	\$ -	\$ -
4.5	Prepare Geotechnical Report															0	\$ -	\$ -	\$ -
																0	\$ -	\$ -	\$ -
	Subtotal Task 4 - Geotechnical Evaluations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 5 - Design Engineering for Pipe Crossing and Outfall																			
5.1	Topographic Surveying, Drone Aerial, and Mapping															0	\$ -	\$ -	\$ -
	Bathymetric Survey (Waterside and Landside areas)															0	\$ -	\$ -	\$ -
5.2	ROW and Surveys (Record Boundary Research and Determination)															0	\$ -	\$ -	\$ -
5.3	65% Submittal - Plans, Technical Specifications, and Estimate															0	\$ -	\$ -	\$ -
5.4	90% Submittal - Plans, Technical Specifications, and Estimate															0	\$ -	\$ -	\$ -
5.5	100% Final Submittal - Plans, Technical Specifications, and Estimate															0	\$ -	\$ -	\$ -
	Storm Water Pollution Prevention Plan (does not include implementation)															0	\$ -	\$ -	\$ -
5.6	Bidding Support															0	\$ -	\$ -	\$ -
	Conformed Plans and Specifications															0	\$ -	\$ -	\$ -
																0	\$ -	\$ -	\$ -
	Subtotal Task 5 - Design Engineering for Pipe Crossing and Outfall	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 6 - Engineering Services During Construction																			
6.1	Submittal and Request for Information Review		4		25		50									79	\$ 17,160	\$ 858	\$ 18,018
6.2	Additional Field Instructions and Field Coordination				12		12									24	\$ 5,400	\$ 270	\$ 5,670
6.3	Field Inspections (does not include full time inspection)				30											30	\$ 7,800	\$ 390	\$ 8,190
6.4	Change Order Support				24		24									48	\$ 10,800	\$ 540	\$ 11,340
6.5	On-Site Meetings and Coordination															0	\$ -	\$ -	\$ -
6.6	Record Drawings		2		4		8			16						30	\$ 5,620	\$ 281	\$ 5,901
																0	\$ -	\$ -	\$ -
	Subtotal Task 6 - Engineering Services During Construction	0	6	0	95	0	94	0	0	16	0	0	0	0	0	211	\$ 46,780	\$ 2,339	\$ 49,119

Task Order No. 2 - Attachment No. 2
MHM Incorporated - Consulting Engineering Services
City of Yuba City
BSMP REGIONAL SEWER PROJECT
MHM DETAILED FEE ESTIMATE

No.	Task Description	Labor Labor														Total Hours	Total Labor (\$)	Expenses	Total
		P12	P11	P10	P9	P5	P4	P3	P2	P1	Lead Inspect	Inspect	Soils	2 Man Survey	A4				
	Rates	330.00	290.00	275.00	260.00	200.00	190.00	180.00	170.00	155.00	240.00	220.00	170.00	335.00	130.00			5.00%	
CONSULTING ENGINEERING SERVICES - BSMP REGIONAL SEWER PROJECT - CONSTRUCTION SERVICES																			
Task 7 - Construction Management, Inspection, and Surveys																			
7.1	Construction Management - Assist Yuba City				32		32									64	\$ 14,400	\$ 720	\$ 15,120
7.2	Construction Status Meetings				40											40	\$ 10,400	\$ 520	\$ 10,920
7.3	Field Inspections				0		0				0					0	\$ —	\$ —	\$ —
7.4	Geotechnical Material Testing - Quality Assurance				4		8						32			44	\$ 8,000	\$ 400	\$ 8,400
7.5	Construction Control Monuments (Total of 4)													4		4	\$ 1,340	\$ 67	\$ 1,407
7.6	Quality Assurance Surveys				4		4							16		24	\$ 7,160	\$ 358	\$ 7,518
																0	\$ —	\$ —	\$ —
	Subtotal Task 7 - Construction Management, Inspection, and Surveys	0	0	0	80	0	44	0	0	0	0	0	32	20	0	176	\$ 41,300	\$ 2,065	\$ 43,365
Task 8 - Construction Closeout																			
8.1	Construction Closeout		2		8		16				12					38	\$ 8,580	\$ 429	\$ 9,009
8.2	As-Built Drawings (verification of Contractor Drawings)				4		8				8					20	\$ 4,480	\$ 224	\$ 4,704
																0	\$ —	\$ —	\$ —
	Subtotal Task 8 - Construction Closeout	0	2	0	12	0	24	0	0	0	20	0	0	0	0	58	\$ 13,060	\$ 653	\$ 13,713
Task 9 - Testing and Start-Up																			
9.1	Perform Testing and Start-up Procedures		2		8		8									18	\$ 4,180	\$ 209	\$ 4,389
9.2	PLC and OI Programming includes Arc Flash Analysis				4		8									12	\$ 2,560	\$ 128	\$ 2,688
																0	\$ —	\$ —	\$ —
	Subtotal Task 9 - Testing and Start-Up	0	2	0	12	0	16	0	0	0	0	0	0	0	0	30	\$ 6,740	\$ 337	\$ 7,077
	TOTAL EFFORT	0	32	0	199	0	180	0	0	16	20	0	32	20	8	507	\$ 115,680	\$ 5,784	\$ 121,464

Assumptions:

- 1.1 Project Management (March 1, 2025 through October 31, 2025)
- 1.2 Invoicing and Quarterly Progress Reports
- 1.3 Kickoff Meeting
- 6.1 Submittal and Request for Information Review
- 6.2 Additional Field Instructions and Field Coordination
- 6.3 Field Inspections (does not include full time inspection)
- 6.4 Change Order Support
- 6.5 On-Site Meetings and Coordination
- 6.6 Record Drawings
- 7.1 Construction Management - Assist Yuba City
- 7.2 Construction Status Meetings
- 7.3 Field Inspections
- 7.4 Geotechnical Material Testing - Quality Assurance
- 7.5 Construction Control Monuments (Total of 4)
- 7.6 Quality Assurance Surveys
- 8.1 Construction Closeout
- 8.2 As-Built Drawings (verification of Contractor Drawings)
- 9.1 Perform Testing and Start-up Procedures
- 9.2 PLC and OI Programming includes Arc Flash Analysis

assume 8.0 months x 2.0 hours (Sean)
assume 8.0 x 1.0 hours (Sean) + 8 months x 1.0 hours (Administrative IV)
Assume One Kickoff Meeting x 2.0 hours (assume two MHM staff will attend)
assume 40 submittals/resubmittals x 1.5 hours + 10 RFI x 1.5 hours
assume 6 field instruction related to pipe crossing x 4.0 hours
assume 10 visits x 3.0 hours during construction for Engineer
assume 3 change orders x 8.0 hours
No Scope - Included with Construction Status Meetings and Site Visits
Assume 30.00 staff hours
Assist City - Assume 16 Weeks x 4 hour per week for total of 64.00 manhours
assume 40 manhours - based on 16 construction status meetings x 2.5 hours
~~Assume 16 Weeks - 5.00 days a week - 4.00 hour days for total of 320.00 manhours~~
Assume 32.00 staff hours - based on 8 visits x 4.00 hours per visit
Assume 4 hours survey crew time and 2.0 hours office time.
assume 8 hours office and 16 hours two man survey crew time (does not include construction staking)
Assume 38.00 staff hours
10 man-hours plus 2 hours QC
Assume 18.00 staff hours
Assume 12.00 staff hours

Months = 8.00
Hours per Meeting = 2.00
Submittals = 40.00
RFI = 10.00
Field Instructions = 6.00
Site Visits = 10.00
Change Orders = 6.00
Number of Weeks = 16.00
Days per Week = 5.00
Hours per Day = 4.00
Soils Visits = 8.00
Soils Time per Visit = 4.00

Task Order No. 2 - Attachment No. 3
MHM Incorporated - Consulting Engineering Services
City of Yuba City
BSMP REGIONAL SEWER PROJECT
FRISCH DETAILED FEE ESTIMATE

No.	Task Description	Labor															Total Hours	Total Labor (\$)	Expenses	Total	
		P12	P11	P10	P9	P8	P7	P6	P5	P3	P2	P1	T4	Lead Inspect	Inspect	A4					
	Rates	320.00	290.00	250.00	260.00	235.00	220.00	205.00	200.00	180.00	470.00	155.00	170.00	240.00	220.00	430.00			3.50%		
CONSULTING ENGINEERING SERVICES - BSMP REGIONAL SEWER PROJECT - CONSTRUCTION SERVICES																					
Task 1 - Project Management and Coordination																					
1.1	Project Management (March 1, 2025 through October 31, 2025)	16															16	\$ 4,000	\$ 140	\$ 4,140	
1.2	Invoicing and Quarterly Progress Reports	4															8	\$ 1,520	\$ 53	\$ 1,573	
1.3	Kickoff Meeting	4															8	\$ 1,940	\$ 68	\$ 2,008	
																	0	\$ -	\$ -	\$ -	
Subtotal Task 1 - Project Management and Coordination		0	0	24	0	4	0	0	0	0	0	0	0	0	0	4	32	\$ 7,460	\$ 261	\$ 7,721	
Task 2 - Environmental and Permitting																					
2.1	Wetland Determination																0	\$ -	\$ -	\$ -	
2.2	Area of Potential Effect (APE)																0	\$ -	\$ -	\$ -	
2.3	Biological Resource Evaluation																0	\$ -	\$ -	\$ -	
2.4	Environmental Permit Facilitation																0	\$ -	\$ -	\$ -	
2.5	Archeological Study																0	\$ -	\$ -	\$ -	
2.6	Tribal Cultural Resources																0	\$ -	\$ -	\$ -	
2.7	CEQA Initial Study/Mitigated Negative Declaration																0	\$ -	\$ -	\$ -	
																	0	\$ -	\$ -	\$ -	
Subtotal Task 2 - Environmental and Permitting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
Task 3 - Basis of Design Report																					
3.1	Design Team Coordination Meetings																0	\$ -	\$ -	\$ -	
3.2	Engineers' Estimate of Probable Cost																0	\$ -	\$ -	\$ -	
3.3	Hydraulic Calculations and HEC-RAS Model Update																0	\$ -	\$ -	\$ -	
3.4	Draft - Basis of Design Report																0	\$ -	\$ -	\$ -	
3.5	Final - Basis of Design Report																0	\$ -	\$ -	\$ -	
																	0	\$ -	\$ -	\$ -	
Subtotal Task 3 - Basis of Design Report		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
Task 4 - Geotechnical Evaluations																					
4.1	Coordination, Document Review, Site Visit, Permit Acquisitions, USA																0	\$ -	\$ -	\$ -	
4.2	Subsurface Exploration																0	\$ -	\$ -	\$ -	
4.3	Laboratory Testing																0	\$ -	\$ -	\$ -	
4.4	Perform Engineering Analysis and Calculations																0	\$ -	\$ -	\$ -	
4.5	Prepare Geotechnical Report																0	\$ -	\$ -	\$ -	
																	0	\$ -	\$ -	\$ -	
Subtotal Task 4 - Geotechnical Evaluations		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
Task 5 - Design Engineering for Pipe Crossing and Outfall																					
5.1	Topographic Surveying, Drone Aerial, and Mapping																0	\$ -	\$ -	\$ -	
	Bathymetric Survey (Waterside and Landside areas)																0	\$ -	\$ -	\$ -	
5.2	ROW and Surveys (Record Boundary Research and Determination)																0	\$ -	\$ -	\$ -	
5.3	65% Submittal - Plans, Technical Specifications, and Estimate																0	\$ -	\$ -	\$ -	
5.4	90% Submittal - Plans, Technical Specifications, and Estimate																0	\$ -	\$ -	\$ -	
5.5	100% Final Submittal - Plans, Technical Specifications, and Estimate																0	\$ -	\$ -	\$ -	
	Storm Water Pollution Prevention Plan (does not include implementation)																0	\$ -	\$ -	\$ -	
5.6	Bidding Support																0	\$ -	\$ -	\$ -	
	Conformed Plans and Specifications																0	\$ -	\$ -	\$ -	
																	0	\$ -	\$ -	\$ -	
Subtotal Task 5 - Design Engineering for Pipe Crossing and Outfall		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	
Task 6 - Engineering Services During Construction																					
6.1	Submittal and Request for Information Review	8															94	\$ 20,230	\$ 708	\$ 20,938	
6.2	Additional Field Instructions and Field Coordination	2															14	\$ 3,080	\$ 108	\$ 3,188	
6.3	Field Inspections (does not include full time inspection)	6															79	\$ 16,825	\$ 589	\$ 17,414	
6.4	Change Order Support	2															16	\$ 3,330	\$ 117	\$ 3,447	
6.5	On-Site Meetings and Coordination																0	\$ -	\$ -	\$ -	
6.6	Record Drawings	1															13	\$ 2,620	\$ 92	\$ 2,712	
																	0	\$ -	\$ -	\$ -	
Subtotal Task 6 - Engineering Services During Construction		0	0	19	0	34	0	141	0	10	0	0	0	0	12	0	216	\$ 46,085	\$ 1,613	\$ 47,698	

Task Order No. 2 - Attachment No. 3
MHM Incorporated - Consulting Engineering Services
City of Yuba City
BSMP REGIONAL SEWER PROJECT
FRISCH DETAILED FEE ESTIMATE

Task 7 - Construction Management, Inspection, and Surveys																			
7.1	Construction Management - Assist Yuba City															0	\$		
7.2	Construction Status Meetings	16														16	\$	3,280	\$ 115 \$ 3,395
7.3	Field Inspections															0	\$		
7.4	Geotechnical Material Testing - Quality Assurance															0	\$		
7.5	Construction Control Monuments (Total of 4)															0	\$		
7.6	Quality Assurance Surveys															0	\$		
																0	\$		
Subtotal Task 7 - Construction Management, Inspection, and Surveys		0	0	0	0	0	0	16	0	0	0	0	0	0	0	16	\$	3,280	\$ 115 \$ 3,395
Task 8 - Construction Closeout																			
8.1	Construction Closeout	4 8 8														20	\$	4,520	\$ 158 \$ 4,678
8.2	As-Built Drawings (verification of Contractor Drawings)															0	\$	-	\$ - \$ -
																0	\$		
Subtotal Task 8 - Construction Closeout		0	0	4	0	8	0	8	0	0	0	0	0	0	0	20	\$	4,520	\$ 158 \$ 4,678
Task 9 - Testing and Start-Up																			
9.1	Perform Testing and Start-up Procedures	4 8														12	\$	2,880	\$ 101 \$ 2,981
9.2	PLC and OI Programming includes Arc Flash Analysis	24 110 110														244	\$	54,400	\$ 1,904 \$ 56,304
																0	\$		
Subtotal Task 9 - Testing and Start-Up		0	0	28	0	118	0	110	0	0	0	0	0	0	0	256	\$	57,280	\$ 2,005 \$ 59,285
TOTAL EFFORT		0	0	75	0	164	0	275	0	10	0	0	0	0	12	4	540	\$ 118,625	\$ 4,152 \$ 122,777

Assumptions:

Task Order No. 2 - Attachment No. 4
MHM Incorporated - Consulting Engineering Services
City of Yuba City
BSMP REGIONAL SEWER PROJECT
LABOR RATE SCHEDULE

Fully Burdened Labor Rates		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	100% 2025, 0% 2026, and 0% 2027
Labor Classification		2025 Labor Rates	2026 Labor Rates	2027 Labor Rates	2028 Labor Rates	2029 Labor Rates	2030 Labor Rates	Weighted
P12 - Senior Consultant III, VP, Senior Principal	Senior Professional - Grade 12	\$ 330.00	\$ 343.00	\$ 357.00	\$ 371.00	\$ 386.00	\$ 401.00	\$ 330.00
P11 - Senior Consultant II, AVP, Principal	Senior Professional - Grade 11	\$ 290.00	\$ 302.00	\$ 314.00	\$ 327.00	\$ 340.00	\$ 354.00	\$ 290.00
P10 -Senior Consultant I	Senior Professional - Grade 10	\$ 275.00	\$ 286.00	\$ 297.00	\$ 309.00	\$ 321.00	\$ 334.00	\$ 275.00
P9 -Project Manager III	Senior Professional - Grade 9	\$ 260.00	\$ 270.00	\$ 281.00	\$ 292.00	\$ 304.00	\$ 316.00	\$ 260.00
P8 - Project Manager II	Senior Professional - Grade 8	\$ 240.00	\$ 250.00	\$ 260.00	\$ 270.00	\$ 281.00	\$ 292.00	\$ 240.00
P7 - Project Manager I	Senior Professional - Grade 7	\$ 220.00	\$ 229.00	\$ 238.00	\$ 248.00	\$ 258.00	\$ 268.00	\$ 220.00
P9 - Senior Civil Engineer / Land Surveyor III	Senior Professional - Grade 9	\$ 260.00	\$ 270.00	\$ 281.00	\$ 292.00	\$ 304.00	\$ 316.00	\$ 260.00
P8 - Senior Civil Engineer / Land Surveyor II	Senior Professional - Grade 8	\$ 240.00	\$ 250.00	\$ 260.00	\$ 270.00	\$ 281.00	\$ 292.00	\$ 240.00
P7 - Senior Civil Engineer / Land Surveyor I	Senior Professional - Grade 7	\$ 220.00	\$ 229.00	\$ 238.00	\$ 248.00	\$ 258.00	\$ 268.00	\$ 220.00
P6 - Civil Engineer / Land Surveyor III	Senior Professional - Grade 6	\$ 210.00	\$ 218.00	\$ 227.00	\$ 236.00	\$ 245.00	\$ 255.00	\$ 210.00
P5 - Civil Engineer / Land Surveyor II	Senior Professional - Grade 5	\$ 200.00	\$ 208.00	\$ 216.00	\$ 225.00	\$ 234.00	\$ 243.00	\$ 200.00
P4 -Civil Engineer / Land Surveyor I	Senior Professional - Grade 4	\$ 190.00	\$ 198.00	\$ 206.00	\$ 214.00	\$ 223.00	\$ 232.00	\$ 190.00
P3 -Staff Engineer/Surveyor III	Staff Professional - Grade 3	\$ 180.00	\$ 187.00	\$ 194.00	\$ 202.00	\$ 210.00	\$ 218.00	\$ 180.00
P2 - Staff Engineer/Surveyor II	Staff Professional - Grade 2	\$ 170.00	\$ 177.00	\$ 184.00	\$ 191.00	\$ 199.00	\$ 207.00	\$ 170.00
P1 -Staff Engineer/ Surveyor I	Staff Professional - Grade 1	\$ 155.00	\$ 161.00	\$ 167.00	\$ 174.00	\$ 181.00	\$ 188.00	\$ 155.00
T6 - Resident Engineer/Lead Inspector	Resident Engineer/Lead Inspector	\$ 240.00	\$ 250.00	\$ 260.00	\$ 270.00	\$ 281.00	\$ 292.00	\$ 240.00
T5 - Building/Construction/Soils Inspector	Building/Construction Inspector/Prevailing Soils Tech	\$ 220.00	\$ 229.00	\$ 238.00	\$ 248.00	\$ 258.00	\$ 268.00	\$ 220.00
T4 - Senior Technician/ Soils Technician	Senior Technician/Soils Technician - Grade 4	\$ 170.00	\$ 177.00	\$ 184.00	\$ 191.00	\$ 199.00	\$ 207.00	\$ 170.00
T3 - Technician III	Technician/CADD - Grade 3	\$ 150.00	\$ 156.00	\$ 162.00	\$ 168.00	\$ 175.00	\$ 182.00	\$ 150.00
T2 - Technician II	Technician/CADD - Grade 2	\$ 125.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 146.00	\$ 152.00	\$ 125.00
T1 -Techncian I	Technician/CADD - Grade 1	\$ 115.00	\$ 120.00	\$ 125.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 115.00
Survey Crew - 1 Man (prevailing)	Survey Crew - 1 Man (prevailing)	\$ 240.00	\$ 250.00	\$ 260.00	\$ 270.00	\$ 281.00	\$ 292.00	\$ 240.00
Survey Crew - 2 Man (prevailing)	Survey Crew - 2 Man (prevailing)	\$ 335.00	\$ 348.00	\$ 362.00	\$ 376.00	\$ 391.00	\$ 407.00	\$ 335.00
Survey Crew - 3 Man (prevailing)	Survey Crew - 3 Man (prevailing)	\$ 485.00	\$ 504.00	\$ 524.00	\$ 545.00	\$ 567.00	\$ 590.00	\$ 485.00
Survey Crew - 1 Man (non-prevailing)	Survey Crew - 1 Man (non-prevailing)	\$ 225.00	\$ 234.00	\$ 243.00	\$ 253.00	\$ 263.00	\$ 274.00	\$ 225.00
Survey Crew - 2 Man (non-prevailing)	Survey Crew - 2 Man (non-prevailing)	\$ 310.00	\$ 322.00	\$ 335.00	\$ 348.00	\$ 362.00	\$ 376.00	\$ 310.00
Survey Crew - 3 Man (non-prevailing)	Survey Crew - 3 Man (non-prevailing)	\$ 385.00	\$ 400.00	\$ 416.00	\$ 433.00	\$ 450.00	\$ 468.00	\$ 385.00
Administrative/Technical Editor IV	Administrative/Technical Editor/Project Coordinator IV	\$ 130.00	\$ 135.00	\$ 140.00	\$ 146.00	\$ 152.00	\$ 158.00	\$ 130.00
Administrative/Technical Editor III	Administrative/Technical Editor/Project Coordinator III	\$ 110.00	\$ 114.00	\$ 119.00	\$ 124.00	\$ 129.00	\$ 134.00	\$ 110.00
Administrative/Technical Editor II	Administrative/Technical Editor/Project Coordinator II	\$ 100.00	\$ 104.00	\$ 108.00	\$ 112.00	\$ 116.00	\$ 121.00	\$ 100.00
Administrative/Technical Editor I	Administrative/Technical Editor/Project Coordinator I	\$ 80.00	\$ 83.00	\$ 86.00	\$ 89.00	\$ 93.00	\$ 97.00	\$ 80.00

Other Direct Costs (ODCs)		
Item	rate	unit
(Some EXAMPLES below; add others if needed:)		
Vehicle - Light Truck and Car	\$10.50/hr or \$85/day or \$1,950/month	hr/day/month
Vehicle - 2 Wheel Drive	\$11.50/hr or \$95/day or \$2,100/month	hr/day/month
Vehicle - 4 Wheel Drive	\$12.50/hr or \$105/day or \$2,250/month	hr/day/month
ATV - All Terrian Vehicle	\$9.00/hr or \$75/day or \$1,850/month	hr/day/month
Standard Survey Equipment	\$17.50/hr	hour
GPS Survey Equipment	\$85.00/hr	hour
Nuclear Gage Equipment	\$10.50/hr	hour
GPS Bathymetric Survey Equipment	\$60.00/hr	hour
Drone Survey Equipment	\$15.50/hr	hour
Computer & Peripherals	\$6.75/hr	hour
Travel Expenses/Per Diem	T&M	T&M
Vehicle Mileage	IRS Rate	mile
Reproduction (8.5x11 sizes) - Black and White	\$0.55/ea	each
Reproduction (8.5x11 sizes) - Color	\$0.80/ea	each
Reproduction (11x17 sizes) – Black and White	\$0.80/ea	each
Reproduction (11x17 sizes) - Color	\$1.10/ea	each
Large Format Drawing Copies – 20lb Bond – Black and	\$0.75/sq ft	sq ft
Large Format Drawing Copies – 20lb Bond – Color	\$1.05/sq ft	sq ft
Plotting - Mylar	\$8.10/sq ft	sq ft
Mailings and Communication	T&M	T&M
Miscellaneous Supplies	T&M	T&M
Outside Equipment and Services	15% Markup	%
Profit on Labor	10.00%	%
Profit on ODCs	5.00%	%

1. Standard Billing Rates: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
2. A fee of 5% of labor will be added for in-house expenses (telephone, computer, incidental copying/printing).
3. Expert Testimony: Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000.00 per case.
4. Higher Hourly Rates: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
5. Overtime: Overtime for time worked on a project exceeding 8 hours per day, Holidays, and/or Sundays will be billed at 1.5 times the standard rate.
6. Field Equipment and Supplies: Field equipment and supplies will be billed at fixed unit prices, subject to periodic updates.
7. Subcontractors and Project Expenses: All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 10% or in accordance with the specific project agreement.
8. Mileage: The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
9. General Terms and Conditions: Please refer to the General Terms and Conditions for further details.

Public Works



Exhibit B Prime Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BOGUE ROAD AND STATE ROUTE 99 IMPROVEMENTS

This Agreement is made and entered into as of January 17, 2024, by and between the City of Yuba City, a municipal corporation ("City") and MHM INC. Engineers & Surveyors, ("Consultant").

RECITALS

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

AGREEMENT

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

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

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit C, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Three Hundred Sixty-Three Thousand One Hundred Ninety-Nine Dollars (\$363,199.00) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a

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

8. Consultant's Books and Records:

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

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

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

If to City Kevin Bradford
 City of Yuba City
 1201 Civic Center Blvd
 Yuba City, CA 95993
 (530) 822-4792

If to Consultant: Sean Minard
 Principal Civil Engineer
 MHM, Inc.
 1204 E Street,
 Marysville, CA 95901
 (530) 742-6485

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

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

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

Exhibit A
Scope of Services

Attachment No. 1
MHM - Engineering and Surveying Services
SR 99 and Bogue Road Improvement
COMBINED FEE SUMMARY

No.	Task Description	MHM	Blackburn	Marcus-Bole	Total Costs
ENGINEERING AND SURVEYING SERVICES - SR 99 AND BOGUE ROAD IMPROVEMENTS					
1	Project Management and Coordination				
1.1	Project Management (January 2, 2024 through June 30, 2024)	\$ 4,489	\$ 2,174	\$ —	\$ 6,662
1.2	Invoicing and Progress Reports	\$ 2,945	\$ 1,733	\$ —	\$ 4,678
1.3	Progress Meetings	\$ 3,990	\$ 2,594	\$ —	\$ 6,584
	Subtotal Project Management and Coordination	\$ 11,424	\$ 6,500	\$ —	\$ 17,924
2	Environmental and Permitting				
2.1	Wetland Determination	\$ —	\$ —	\$ —	\$ —
2.2	Biological Resource Evaluation	\$ —	\$ —	\$ —	\$ —
2.3	Environmental Permit Facilitation	\$ —	\$ —	\$ —	\$ —
2.4	Archeological Study	\$ —	\$ —	\$ —	\$ —
2.5	Tribal Cultural Resources	\$ —	\$ —	\$ —	\$ —
2.6	CEQA Initial Study/Mitigated Negative Declaration	\$ —	\$ —	\$ —	\$ —
	Subtotal Environmental and Permitting	\$ —	\$ —	\$ —	\$ —
3	Geotechnical Evaluations				
3.1	Coordination, Document Review, Site Visit, Permit Acquisitions, USA	\$ —	\$ 2,793	\$ —	\$ 2,793
3.2	Subsurface Exploration	\$ —	\$ —	\$ —	\$ —
3.3	Laboratory Testing	\$ —	\$ 7,319	\$ —	\$ 7,319
3.4	Perform Engineering Analysis and Calculations	\$ —	\$ 4,095	\$ —	\$ 4,095
3.5	Prepare Geotechnical Report	\$ —	\$ —	\$ —	\$ —
	Subtotal Geotechnical Evaluations	\$ —	\$ 14,207	\$ —	\$ 14,207
4	Design Engineering for State Route 99 Improvements				
4.1	Topographic Surveying and Mapping - SR 99 Improvements	\$ 8,841	\$ —	\$ —	\$ 8,841
4.2	90% PS&E and DDR - State Route 99 Improvements	\$ 38,464	\$ —	\$ —	\$ 38,464
4.3	100% PS&E and DDR - State Route 99 Improvements	\$ 27,686	\$ —	\$ —	\$ 27,686
4.4	Final PS&E and DDR - State Route 99 Improvements	\$ 17,338	\$ —	\$ —	\$ 17,338
4.5	Storm Water Pollution Prevention Plan (does not include implementation)	\$ 3,389	\$ —	\$ —	\$ 3,389
4.6	Bidding Support - State Route 99 Improvements	\$ 5,384	\$ —	\$ —	\$ 5,384
	Subtotal Design Engineering for State Route 99 Improvements	\$ 101,102	\$ —	\$ —	\$ 101,102
5	Design Engineering for Bogue Road Improvements				
5.1	Topographic Surveying and Mapping - Bogue Road Improvements	\$ 18,302	\$ —	\$ —	\$ 18,302
5.2	90% PS&E and DDR - Bogue Road Improvements	\$ 38,312	\$ —	\$ —	\$ 38,312
5.3	100% PS&E and DDR - Bogue Road Improvements	\$ 25,675	\$ —	\$ —	\$ 25,675
5.4	Final PS&E and DDR - Bogue Road Improvements	\$ 18,610	\$ —	\$ —	\$ 18,610
5.5	Storm Water Pollution Prevention Plan (does not include implementation)	\$ 3,389	\$ —	\$ —	\$ 3,389
5.6	Bidding Support - Bogue Road Improvements	\$ 6,502	\$ —	\$ —	\$ 6,502
	Subtotal Design Engineering for Bogue Road Improvements	\$ 110,790	\$ —	\$ —	\$ 110,790
	Subconsultants Markup (10%)	\$ 2,071			\$ 2,071
	TOTAL EFFORT	\$225,387	\$20,706	\$0	\$246,093

Attachment No. 3
MHM - Engineering and Surveying Services
SR 99 and Bogue Road Improvement
STATE ROUTE 99 IMPROVEMENTS
ESTIMATED NUMBER OF DRAWINGS

Sh No.	Drawings
1	Cover Sheet and Vicinity Map
2	Drawing Index
3	General Abbreviations
4	Civil Legend and Notes
5	Key Map and Line Index
6	Project Control
7	Layout Sheet (1"=40') - State Route 99
8	Layout Sheet (1"=40') - State Route 99
9	Layout Sheet (1"=40') - State Route 99
10	Signal Plans - Bogue Road
11	Signal Plans - Bogue Road
12	Signal Plans - Bogue Road
13	Signal Plans - Bogue Road
14	Utility Plan
15	Utility Plan
16	Pavement Delineation and Sign Plan
17	Pavement Delineation Details
18	Standard Civil Details
19	Standard Civil Details
20	Standard Civil Details
21	Construction Area Signs
22	Construction Area Signs
23	Stage Construction and Traffic Handling Sheet
24	Stage Construction and Traffic Handling Sheet
25	Stage Construction and Traffic Handling Sheet
26	Typical Cross Sections
27	Typical Cross Sections
28	Erosion Control Legend Basic Information Sheet
29	Erosion Control Plan Sheet
30	Erosion Control Plan Sheet

Exhibit B
Professional Services Agreement
Insurance Requirements

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

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

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

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance

Exhibit C
Schedule of Charges

Attachment No. 6
MHM - Engineering and Surveying Services
SR 99 and Bogue Road Improvement
LABOR RATE SCHEDULE

Fully Burdened Labor Rates		4.00%		4.00%		4.00%		4.00%		4.00%		4.00%		100% 2022 and 0% 2023	
Labor Classification		2024 Labor Rates		2025 Labor Rates		2026 Labor Rates		2027 Labor Rates		2028 Labor Rates		2029 Labor Rates		Weighted	
E7 - Principal-in-Charge	Senior Professional - Grade 8	\$	270.00	\$	281.00	\$	292.00	\$	304.00	\$	316.00	\$	329.00	\$	270.00
E6 - Project Manager	Senior Professional - Grade 7	\$	240.00	\$	250.00	\$	260.00	\$	270.00	\$	281.00	\$	292.00	\$	240.00
E5 - Project Engineer / Project Surveyor	Senior Professional - Grade 6	\$	195.00	\$	203.00	\$	211.00	\$	219.00	\$	228.00	\$	237.00	\$	195.00
E4 - Senior Engineer / Senior Surveyor	Senior Professional - Grade 5	\$	185.00	\$	192.00	\$	200.00	\$	208.00	\$	216.00	\$	225.00	\$	185.00
E3 - Associate Engineer/ Associate Surveyor	Senior Professional - Grade 4	\$	175.00	\$	182.00	\$	189.00	\$	197.00	\$	205.00	\$	213.00	\$	175.00
E2 - Assistant Engineer/ Assistant Surveyor	Senior Professional - Grade 3	\$	162.00	\$	168.00	\$	175.00	\$	182.00	\$	189.00	\$	197.00	\$	162.00
E1 - Junior Engineer/ Surveyor	Staff Professional - Grade 2	\$	146.00	\$	152.00	\$	158.00	\$	164.00	\$	171.00	\$	178.00	\$	146.00
T4 - Senior CAD/D Technician / Senior Technician	Senior CAD/D Drafter and Designer	\$	162.00	\$	168.00	\$	175.00	\$	182.00	\$	189.00	\$	197.00	\$	162.00
T3 - Staff CAD/D Technician/ Associate Technician	CADD Drafter/Designer and Senior Technician	\$	146.00	\$	152.00	\$	158.00	\$	164.00	\$	171.00	\$	178.00	\$	146.00
T2 - Assistant CAD/D Technician/ Asst. Technician	Staff Professional - Grade 1	\$	130.00	\$	135.00	\$	140.00	\$	146.00	\$	152.00	\$	158.00	\$	130.00
T1 - Junior Technician	Technician, Word Processor, Administrative Staff	\$	120.00	\$	125.00	\$	130.00	\$	135.00	\$	140.00	\$	146.00	\$	120.00
E4 - Resident Engineer/Lead Inspector	Senior Professional - Grade 4	\$	225.00	\$	234.00	\$	243.00	\$	253.00	\$	263.00	\$	274.00	\$	225.00
T4 - Building/Construction Inspector	Building/Construction Inspector	\$	200.00	\$	208.00	\$	216.00	\$	225.00	\$	234.00	\$	243.00	\$	200.00
E4 - Resident Engineer/Lead Inspector - OT	Senior Professional - Grade 4 - Overtime	\$	250.00	\$	260.00	\$	270.00	\$	281.00	\$	292.00	\$	304.00	\$	250.00
T4 - Building/Construction Inspector - OT	Building/Construction Inspector - Overtime	\$	225.00	\$	234.00	\$	243.00	\$	253.00	\$	263.00	\$	274.00	\$	225.00
Survey Crew - 1 Man (prevailing)	Survey Crew - 1 Man (prevailing)	\$	230.00	\$	239.00	\$	249.00	\$	259.00	\$	269.00	\$	280.00	\$	230.00
Survey Crew - 2 Man (prevailing)	Survey Crew - 2 Man (prevailing)	\$	320.00	\$	333.00	\$	346.00	\$	360.00	\$	374.00	\$	389.00	\$	320.00
Survey Crew - 3 Man (prevailing)	Survey Crew - 3 Man (prevailing)	\$	465.00	\$	484.00	\$	503.00	\$	523.00	\$	544.00	\$	566.00	\$	465.00
Survey Crew - 1 Man (prevailing) - OT	Survey Crew - 1 Man (prevailing) - Overtime	\$	255.00	\$	265.00	\$	276.00	\$	287.00	\$	298.00	\$	310.00	\$	255.00
Survey Crew - 2 Man (prevailing) - OT	Survey Crew - 2 Man (prevailing) - Overtime	\$	360.00	\$	374.00	\$	389.00	\$	405.00	\$	421.00	\$	438.00	\$	360.00
Survey Crew - 1 Man (non-prevailing)	Survey Crew - 1 Man (non-prevailing)	\$	216.00	\$	225.00	\$	234.00	\$	243.00	\$	253.00	\$	263.00	\$	216.00
Survey Crew - 2 Man (non-prevailing)	Survey Crew - 2 Man (non-prevailing)	\$	296.00	\$	308.00	\$	320.00	\$	333.00	\$	346.00	\$	360.00	\$	296.00
Survey Crew - 3 Man (non-prevailing)	Survey Crew - 3 Man (non-prevailing)	\$	370.00	\$	385.00	\$	400.00	\$	416.00	\$	433.00	\$	450.00	\$	370.00
Accounting	Technician, Word Processor, Administrative Staff	\$	140.00	\$	146.00	\$	152.00	\$	158.00	\$	164.00	\$	171.00	\$	140.00
Clerical	Office Aide	\$	115.00	\$	120.00	\$	125.00	\$	130.00	\$	135.00	\$	140.00	\$	115.00

Other Direct Costs (ODCs)		rate	unit
(Some EXAMPLES below; add others if needed)			
Vehicle - Light Truck and Car	\$9.50/hr or \$75/day or \$1,800/month		hr/day/month
Vehicle - 2 Wheel Drive	\$10.50/hr or \$85/day or \$1,950/month		hr/day/month
Vehicle - 4 Wheel Drive	\$11.50/hr or \$95/day or \$2,100/month		hr/day/month
ATV - All Terrain Vehicle	\$8.50/hr or \$70/day or \$1,750/month		hr/day/month
Standard Survey Equipment	\$16.50/hr		hour
GPS Survey Equipment	\$80.00/hr		hour
Nuclear Gage Equipment	\$9.50/hr		hour
GPS Bathymetric Survey Equipment	\$50.00/hr		hour
Drone Survey Equipment	\$14.00/hr		hour
Computer & Peripherals	\$6.50/hr		hour
Travel Expenses/Per Diem	T&M		T&M
Vehicle Mileage	IRS Rate		mile
Reproduction (8.5x11 sizes) - Black and White	\$0.50/ea		each
Reproduction (8.5x11 sizes) - Color	\$0.75/ea		each
Reproduction (11x17 sizes) - Black and White	\$1.00/ea		each
Reproduction (11x17 sizes) - Color	\$1.65/ea		each
Large Format Drawing Copies - 20lb Bond - Black and W	\$0.65/sq ft		sq ft
Large Format Drawing Copies - 20lb Bond - Color	\$1.00/sq ft		sq ft
Plotting - Mylar	\$8.00/sq ft		sq ft
Mailing and Communication	T&M		T&M
Miscellaneous Supplies	T&M		T&M
Outside Equipment and Services	15% Markup		%
Profit on Labor	10.00%		%
Profit on ODCs	5.00%		%

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Shannon Sardo, Administrative Analyst

Summary

Subject: City Housing Loan Program Funds - Supplemental Appropriation
Recommendation: Authorize the Finance Director to make a supplemental appropriation of \$316,446 to Fund 205 Account 6390-65305, and \$59,110 to Fund 203 Account 6031-65305
Fiscal Impact: A total of \$375,556 in revolving home loan funding will be made available for use during the remainder of the 2025 fiscal year

Purpose:

To make existing City revolving home loan funds available for use

Council's Strategic Goal:

This project addresses Council's goals of fiscal responsibility and infrastructure.

Background:

The City has received past grant funding from three sources; Federal Community Development Block Grant, State HOME loan funds, and State CalHOME loan funds for the City's low-income home loan programs. Under the grant terms of these sources, the City was able to establish revolving loan funds, where new housing loans could be made with the principal and interest received from payoffs (program income). The grant terms also establish a set percentage that can be used to pay for the administration of these loan programs. Currently, the City has the Owner-Occupied Housing Rehabilitation (OOR) loan program available, and this program is administered through Habitat for Humanity Yuba Sutter, with a subrecipient agreement established in 2022 and renewed at the beginning of this year.

Analysis:

The two revolving loan funds being addressed by this staff report are the CDBG Rehab Revolving Loan Fund, and the HOME Program Income fund. The CDBG fund has approximately \$316,000 available to be utilized for new OOR home loans. The HOME fund has approximately \$59,000 available for use to reimburse the administration of the City's Owner-Occupied Housing Rehabilitation program, which includes the three funding sources above.

Three OOR loans were approved in November 2023 and the administration charges will soon be

submitted for reimbursement, now that the projects are nearing completion. Additionally, the City's Home Loan Committee recently approved funding for a new home loan, per the City's Single-Family Housing Rehabilitation Guidelines approved by Council in 2021. Staff recommends utilizing the existing CDBG Revolving Loan funds for this loan.

Fiscal Impact:

If approved, the supplemental appropriations make available, \$375,556 in existing revolving loan funds for the City's Housing Loan Program. These funds can only be utilized for funding housing loan programs.

Alternatives:

Do not approve the appropriation of revolving loan funds at this time and provide direction to staff on how to proceed to fund the housing loan programs and administration.

Attachments:

1. Attachment 1 - Housing Rehabilitation Loan Program Guidelines

Prepared By:
Shannon Sardo
Administrative Analyst II

Submitted By:
Robert Bendorf
Interim City Manager

ATTACHMENT 1

CITY OF YUBA CITY

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS (HOME, CDBG, CalHome)

PROGRAM DESIGN AND PROCESS



HCD Version 07/2018

**CalHome Approved (date)
CDBG Approved (date)
HOME Approved 8/18/2020**

**CITY OF YUBA CITY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

TABLE OF CONTENTS

- 1.0. GENERAL**
 - 1.1. PROGRAM OUTREACH AND MARKETING
 - 1.2. APPLICATION PROCESS AND SELECTION
 - 1.3. LOAN PROCESS
 - 1.4. CONFLICT OF INTEREST REQUIREMENTS
- 2.0. APPLICANT QUALIFICATIONS**
 - 2.1. INCOME LIMITS
 - 2.2. INCOME QUALIFICATION CRITERIA
 - 2.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS
- 3.0. PROPERTY ELIGIBILITY**
 - 3.1. CONDITIONS
 - 3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
 - 3.3. NOTIFICATIONS AND DISCLOSURES
- 4.0. THE PROGRAM LOAN**
 - 4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
 - 4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS
 - 4.3. RATES AND TERMS
 - 4.4. GRANTS
 - 4.5. APPRAISAL
 - 4.6. INSURANCE
 - 4.7. LOAN SECURITY
- 5.0. PROGRAM LOAN SERVICING AND MAINTENANCE**
 - 5.1. PAYMENTS ARE VOLUNTARY
 - 5.2. RECEIVING LOAN REPAYMENTS
 - 5.3. LOAN SERVICING POLICIES AND PROCEDURES
 - 5.4. LOAN MONITORING PROCEDURES
 - 5.5. DEFAULT AND FORECLOSURE
 - 5.6. SUBORDINATIONS
- 6.0. CONSTRUCTION**
 - 6.1. STANDARDS
 - 6.2. ELIGIBLE CONSTRUCTION COSTS
 - 6.3. ELIGIBLE PROJECT COSTS
 - 6.4. REPAIR CALLBACKS
- 7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**
 - 7.1. AMENDMENTS
 - 7.2. EXCEPTIONS
- 8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**
 - 8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE
 - 8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

**CITY OF YUBA CITY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

ATTACHMENTS TABLE OF CONTENTS

ATTACHMENT A:	24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT A-1:	TITLE 25 SECTION 6914 GROSS INCOME INCLUSIONS – FOR CALHOME
ATTACHMENT B:	ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT B-1:	TITLE 25 SECTION 6914 GROSS INCOME EXCLUSIONS – FOR CALHOME
ATTACHMENT C:	MAXIMUM PURCHASE PRICE AFTER-REHAB VALUE LIMIT; HOME PER UNIT SUBSIDY LIMIT; CURRENT INCOME LIMITS; BEDROOM & BATHROOM ADDITION STANDARDS
ATTACHMENT D:	MARKETING PLAN
ATTACHMENT E:	RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
ATTACHMENT F:	LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT G:	FORECLOSURE POLICY
ATTACHMENT H:	CERTIFICATION OF OCCUPANCY
ATTACHMENT I:	LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

**CITY OF YUBA CITY
HOUSING REHABILITATION
PROGRAM GUIDELINES**

Adopted 10/2/2018

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) and/or the U.S. Department of Housing and Urban Development (“HUD”) to administer one or more HCD- or HUD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred or amortized payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by the “Program Operator” as designated by the Sponsor.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any

program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of

properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval).

Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. The Loan Review Committee shall consist of at least 3 persons, including at least one city staff member. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be

presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/grants-funding/grants-management-memos.shtml#home> the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County maximum HOME Per Unit Subsidy Limit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>, and the after-rehabilitation value cannot exceed the HOME Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant

in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD or HUD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining

applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD/HUD each year. **See Attachment C.**

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG, choose "State CDBG, HOME and NHTF – Income, Value and Rent Limits"; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children will not be counted in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD/HUD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current.

2.1.2 OWNER-INVESTOR REQUIREMENTS - (eligible under only CDBG-funded programs)

Owner-Investor - There are no restrictions on the income of the owner-investor unless the owner-investor is a member of the Targeted Income Group (TIG) and is interested in qualifying for a Deferred Payment Loan (see Section 4.3.2.B.).

Owner-investor housing and debt ratios are considered, and a credit report is required, since the funding provided may create an additional monthly financial obligation. If an owner-investor has a mortgage on the property to be rehabilitated it is verified that all payments are current.

TENANT REQUIREMENTS (eligible under only CDBG-funded programs)

Tenant - If a rental is currently occupied, the tenant's household income must be equal to, or less than, the applicable HCD/HUD income guidelines. Tenant will be asked to cooperate by providing income documentation and income will be projected for 12 months

based on current income. See Attachments A and B.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD/HUD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and

Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied and owner-investor/tenant-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. **Note: Owner-investor/tenant-occupied properties are eligible under only CDBG funding, and must meet all requirements listed under section 2.3.2.** A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:
 - 1. Proof of occupancy in the form of a copy of a current utility bill; and
 - 2. Statement of unit's continued use as primary residence of the owner.
- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable.
Note: Loans provided by CalHome are not assumable.

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) A transfer of the Property where the spouse becomes an owner of the property;

- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

2.3.2. OWNER INVESTOR REQUIREMENTS (eligible only under CDBG-funded programs)

- A. If the owner-investor sells or transfers title of the rehabilitated property for any reason, the loan is due and payable.
- B. An owner-investor may convert a rental property to his or her personal residence if all conditions below exist:
 - 1. He or she can prove that the previous tenant was not evicted without cause.
 - 2. He or she is income eligible.
 - 3. He or she requests approval from the Sponsor.
- C. If an owner-investor converts the rental property to his or her personal residence, but is not income eligible, the loan is due and payable.
- D. If the owner wants to convert the rehabilitated property to any commercial or non-residential use, the loan is due and payable.
- E. Over-income rental households occupying units in a project which will receive financial assistance for other eligible units will be allowed to stay in their respective units. To prevent owners from evicting ineligible tenants before applying for the Program, the owner must certify that no tenant has been forced to move without cause during the previous six months.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.

- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.1.1 MOBILE HOMES (CDBG only)

Only \$50,000 of the total annual rehabilitation assistance portfolio per calendar year is to be used for mobile homes or manufactured homes not on a permanent foundation. The \$50,000 is determined on a first-come, first-served basis.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3. NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied.

When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed \$75,000 for CDBG-funded programs. For CalHome, the maximum loan amount is \$60,000 and includes activity delivery. The maximum loan amount for mobile homes will be \$10,000 (CDBG only). For HOME-funded programs, the maximum loan amount shall not exceed the Sponsor's County maximum HOME Subsidy Limits Per Unit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Except as allowed in Section 1.3, total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of Value" or by an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at <http://www.hcd.ca.gov/grants-funding/grants-management-memos.shtml#home> wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.
- B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**
- C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.
- D. Costs may be supplemented with personal financing or with other loan or grant programs which are sources of leverage for the Sponsor.

- E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

- A. Amortized Loans (CDBG only) – Amortized loans will bear a simple interest rate of three percent (3%) and will be secured by a deed of trust on the property unless otherwise approved by the Loan Review Committee. The term of all amortized loans will be for 30 years with no prepayment penalty. Amortized loans will be offered to homeowners whose housing costs do not exceed 30% of annual income. A forty dollar (\$40) minimum payment is required for a household to qualify for an amortized loan. Otherwise, a deferred payment loan will be offered.
- B. Deferred Payment Loans – For loans funded with HOME or CalHome, homeowners are eligible for Deferred Payment Loans (DPL), at three percent (3%) simple interest. CDBG-funded loans may also be eligible for a DPL if the homeowner's housing costs exceed 30% of annual income. Loans will be evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**
 - 1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 3% additional interest). This may be offered one time;
 - 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 3% additional interest.
- C. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines. **Note: CalHome loans are not assumable.**
- D. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- E. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.1.

- F. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

4.3.2. OWNER-INVESTORS (eligible under only CDBG-funded programs)

The rate and terms for an owner-investor may vary depending on the owner's financial situation below are the options available:

- A. Amortized Loan – Below Market Interest Rate (BMIR) loan at 3 percent interest, secured by a deed of trust and with a maximum term of 15 years. In order to maintain maximum housing affordability and financial flexibility, the amortization period can be extended out to thirty (30) years, or monthly payments deferred or a portion thereof at the discretion of the Loan Review Committee.
- B. DPL for a TIG owner-investor who agrees to comply with standard investor restrictions (i.e., Maintenance Agreement for minimum five years and recorded Rent Limitation Agreement for life of the loan), as outlined below. DPL terms are the same as those described in 4.3.2.B. above.
- C. Rent Limitation Agreement (RLA) – An owner-investor who elects to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded. This agreement will specify:
1. In no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule while the RLA is in effect.
 2. Base Rent -- Vacant Unit
If the house is vacant, rent charges shall not exceed 30 percent of 80 percent of the Sponsor median income for the appropriate household size in that unit. Owner-investor shall affirmatively seek TIG households. Where such efforts do not result in eligible TIG tenants, the owner-investor shall contact the Sponsor for guidance.
 3. Base Rent -- Occupied Unit
If the house is occupied, rent charges shall not exceed 30 percent of the existing tenants' household income; or, where, before rehabilitation, rents already exceed 30 percent of the existing tenants' income, no rent increases shall be allowed which provide for rents plus utilities over 30 percent of the tenants' income.
 4. Terms –BMIR finance will require rent limitation for a minimum of 5 years.

DPL financing will require rent limitations for the full term of the loan.

5. Verification -- Each year during the term of the Agreement, the borrower shall provide the Sponsor with a written list of current occupants' names and monthly rents. The Sponsor may verify this information with the occupant.
 6. Compliance -- Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be initiated.
- D. Maintenance Agreement – As specified in the Rehabilitation Loan Agreement, an owner-investor who participates in the Program must maintain the property at post-rehabilitation conditions for the term of the loan(s). In addition, if the property contains three (3) or more rental units, the owner-investor will be required to use a property manager to maintain those units. Should the property not be maintained accordingly, the loan will become due and payable, and if necessary, foreclosure proceedings will be initiated.

4.3.3 RATES AND TERMS FOR MOBILE HOMES (CDBG only)

For mobile homes or manufactured homes not on a permanent foundation, simple interest at a rate of zero percent (0%) will accrue from the date of recordation. The loan will be a deferred payment loan and will be fully due and payable upon sale of the unit, transfer of title, upon change in tenure from owner-occupant to rental, or upon relocation of the unit out of the city limits. After a period of five years from the date of recordation, the loan shall be forgiven.

4.3.4 FUNDING SOURCE METHODOLOGY

The Loan Review Committee will select the funding source that is most appropriate for the loan under consideration. When selecting a funding source, the Loan Review Committee will consider, among other factors, the amount of HOME, CDBG or CalHome funds available, whether or not the unit is owner-occupied, the total amount of the loan, any special circumstances, and the amount of program income on hand. HOME, CDBG and CalHome rules and regulations will also be taken into account when selecting a funding source for individual projects.

4.4. GRANTS

- A. CDBG-funded programs may provide grants as follows:

A grant of up to \$7,500 is available for any one of the following qualifying factors:

1. Senior Citizen - at least 62 years old; or
2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if

such modifications were installed; or

3. Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or
 4. Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
- B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
1. Owner-Occupant – Limit of \$3,000.
 2. Residential Tenant – Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. **Note: HOME funds cannot be used for tenant-occupied units.**
- D. **Grants are not available in CalHome-funded programs.**

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD/HUD Program regulations (**See Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For the HOME Program only, the cost of the appraisal will be paid by the Sponsor, and not included in the homeowner’s loan. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD/HUD Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For the HOME Program only, the cost of the appraisal will be paid by the Sponsor, and not included in the homeowner's loan. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD/HUD Program regulations **(See Attachment C)**.

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds cannot be used to pay insurance at any time.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds cannot be used to pay insurance at any time.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. At the Sponsor's discretion, a manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

- A. Program loan payments will be made to:

***City of Yuba City
Attn: Finance Division
1201 Civic Center Blvd.
Yuba City, CA 95993***

- B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three funding sources. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;

- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

B. Contracting Process

1. Contracting will be done on a competitive basis.
2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.**

E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. **Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.** For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of “Abatement of Lead Hazards Notification” at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State’s HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C, One-Family).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example).

However, additions may be approved by the HCD/HUD Program when required by Codes/Ordinances or to alleviate overcrowding. **(See Attachment C)**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.
- D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
- E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

- 1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

- 2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance

- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD or HUD, as applicable, for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE**

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD or HUD, as applicable, within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A**24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS****24 CFR Part 5 Annual Income Inclusions****§5.609 Annual income.**

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in §5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred

Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1**Title 25 Section 6914 Gross Income Inclusions – For CalHome activities**

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

(a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- (3) Interest and dividends;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
- (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

ATTACHMENT B**PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

- (b) The following items shall not be considered as income:
- (1) Casual, sporadic or irregular gift items;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C**MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR SUTTER COUNTY
(HOME Value Limits as of 04/01/2018)**

COUNTY NAME	One-Family
SUTTER	\$242,000

**HOME SUBSIDY LIMITS PER UNIT FOR SUTTER COUNTY
(Limits are effective 6/4/2018)**

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$147,074	\$168,600	\$205,017	\$265,228	\$291,136

**HOUSEHOLD INCOME LIMITS FOR SUTTER COUNTY*
(Limits are effective 6/1/2018)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$33,600	\$38,400	\$43,200	\$48,000	\$51,850	\$55,700	\$59,550	\$63,400

**HCD 2018 INCOME LIMITS FOR CALHOME
ADJUSTED FOR FAMILY SIZE FOR SUTTER COUNTY**

Income Level	Household Size							
	1	2	3	4	5	6	7	8
80%	\$33,600	\$38,400	\$43,200	\$48,000	\$51,850	\$55,700	\$59,550	\$63,400

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG limits, choose “State CDBG and HOME Income, Value and Rent Limits”; for CalHome income limits, choose “Official State Income Limits”).

**SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO
ALLEVIATE OVERCROWDING**

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D**HOUSING REHABILITATION MARKETING PLAN****SUMMARY**

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E**RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2**

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the CITY OF YUBA CITY (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program **(See Section E below.)** In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does

not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. (**See Appendix C**). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the

grantee determines that farther relocation is justified;

- b. Packing, crating, unpacking, and uncrating of personal property;
- c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
- d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
- f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- h. Any costs of credit checks required to rent the replacement dwelling;
- i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of

reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures). The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On (date) , (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address) .

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name) , (title) , at (telephone number) , (address) .

Sincerely,

 (name)

 (title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C**DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS***Top to be completed at time of loan application submittal or Home Visit*

Property Address: _____
 ___ Rental Unit ___ Owner-Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____
 has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

 Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____
 has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:
 ___ Not require I/we to be relocated. **(If initialed then STOP here and sign bottom.)**
 ___ Yes, I/we need to be temporarily relocated. **(Complete rest of form if initialed.)**

Start date and duration of relocation:

___ Starting on or about _____ we will move for all or part of the rehabilitation project.
 ___ Approximate length of temporary relocation: _____ Number of days.

For temporary relocation, I/We elect to (check all that apply):

- ___ Relocate with friends and family.
 ___ Relocate into a suitable temporary housing unit identified by rehab specialist.
 ___ Relocate furnishings only into a temporary storage unit.

___ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

___ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

By signing, occupant(s) acknowledge receipt of copy of this form:

 Occupant Signature Date Occupant Signature Date

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF YUBA CITY

The City of Yuba City, hereafter called “Sponsor,” has adopted these policies and procedures in order to preserve its financial interest in properties, whose “Borrowers” have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the City as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust. On HOME-funded loans, annual occupancy verification will occur within 45 days of the anniversary date of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and

household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Sponsor?
- 3) Can the Borrower sell the property and pay off the Sponsor?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay

off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

CITY OF YUBA CITY FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the City of Yuba City's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may

consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF YUBA CITY

I/we _____ declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence
the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I**LEAD-BASED PAINT****VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home</i>.			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Ann Gillen, Community Services Director

Summary

Subject: Purchase of Playground Equipment for Patriot Park

Recommendation: Adopt a Resolution which takes the following actions:

- A. Adopts a CEQA Class 2 Categorical Exemption
- B. Awards the playground equipment purchase for Patriot Park to Miracle Playsystems in the amount of \$151,637.78 through Sourcewell contract 010521-LTS, with the finding that it is in the best interest of the City
- C. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

Fiscal Impact: Total Project Cost: \$151,637.78
\$151,637.78 - Account No. 1222 (Annual Playground Replacement)

Purpose:

To maintain and enhance the City's quality of life through safe parks and promote healthy opportunities for residents of all ages.

Council's Strategic Goal:

Improving infrastructure and improving the quality of life for our community.

Background:

As part of the comprehensive operation and maintenance of the City's recreation facilities, staff routinely inspect and evaluate the safety and functionality of the equipment at each of the City's 16 parks that have play structures. Recommendation for equipment replacement is based on age, condition, industry standards, and regulatory compliance. The playground equipment at Patriot Park has been identified for replacement based on these areas of evaluation. The lifespan of play equipment is typically 15-20 years. The Patriot Park playground is currently 22 years old.

Analysis:

Staff inspected and evaluated the playground equipment at Patriot Park in order to identify the current safety and risk factors. Based on the age and wear, staff recommends replacing the equipment in

order to provide a safer environment for the residents utilizing the equipment. In order to expedite the procurement process, staff recommends utilizing the Sourcewell Cooperative Program (Sourcewell).

Sourcewell gathers nationwide bids for products and services resulting in time and cost efficiencies through the procurement process, and better purchasing leverage due to a nationwide scope. The City has utilized Sourcewell on various occasions in recent years for purchases and construction contracts, with great results. Some of these include: purchase and installation of playground equipment, the design/build contract for the bike park at Didar S. Bains Park, the Blackburn Talley LED Stadium Lighting Retrofit, and the storm drain installation for Didar S. Bains Park.

Fiscal Impact:

Miracle Playsystem's Sourcewell Contract is \$151,637.78 for the proposed scope of work. The project is proposed to be funded through CIP Account No. 961222 (Annual Playground Replacement). Currently, the account has a balance of \$160,000 for this project funded through the Community Development Block Grant (CDBG).

Environmental Determination:

Staff has performed a preliminary environmental assessment of this project and determined that it falls within a Class 2 Categorical Exemption set forth in CEQA Guidelines Section 15302, as the Project's scope consists of the replacement of the existing playground structures with new structures of substantially the same size, purpose, and capacity. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15302 apply to this Project.

Additionally, staff completed all necessary environmental documents required by the U.S. Department of Housing and Urban Development for the use of CDBG funds and determined that the project is categorically excluded under 24 CFR 50.20(a)(3)(iii)(A), as the facilities and improvements are in place and will not be changed in size nor capacity by more than 20 percent.

Alternatives:

Do not award the Sourcewell Contract to Miracle Playsystems and utilize the standard formal bidding procedures. This will result in project delays.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Adopts a CEQA Class 2 Categorical Exemption
- B. Awards the playground equipment purchase for Patriot Park to Miracle Playsystems in the amount of \$151,637.78 through Sourcewell contract 010521-LTS, with the finding that it is in the best interest of the City
- C. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

Attachments:

1. Attachment 1 - Resolution - Patriot Park
2. Exhibit A - Standard Agreement - Patriot Park
3. Exhibit B - Equipment Renderings - Patriot Park

Prepared By:

Submitted By:

Maddy Laffond
Community Services Administrative Assistant

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING
A CEQA CLASS 2 CATEGORICAL EXEMPTION; AWARDING THE PATRIOT
PARK PLAYGROUND REPLACEMENT TO MIRACLE PLAYSYSTEMS, INC IN THE
AMOUNT OF \$151,637.78 THROUGH SOURCEWELL CONTRACT NO. 010521-
LTS, WITH THE FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY;
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON
BEHALF OF THE CITY, SUBJECT TO REVIEW AND APPROVAL AS TO LEGAL
FORM BY THE CITY ATTORNEY**

WHEREAS, the City of Yuba City desires to utilize Sourcewell Cooperative Contract No. 010521-LTS for the procurement of the Patriot Park Playground Replacement Project construction contract at a competitively bid, negotiated price; and,

WHEREAS, Sourcewell Cooperative awarded Contract No. 010521-LTS to Miracle Playsystems Inc of San Francisco, CA following a nationwide competitive Request for Quotation process; and,

WHEREAS, the City desires to award the bid to Miracle Playsystems, Inc. of San Francisco, CA through the Sourcewell Cooperative Contract No. 010521-LTS negotiated price of \$151,637.78.

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

- Section 1. The City Council finds and determines that a Class 2 Categorical Exemption set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the Project's scope consists of the replacement of the existing playground structures with new structures of substantially the same size, purpose, and capacity. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this Project.
- Section 2. The City Council of the City Yuba City awards the replacement playground project to Miracle Playsystems, Inc of San Francisco, CA by piggybacking on the Sourcewell Cooperative Contract No. 010521-LTS negotiated price of \$151,637.78, with the finding that it is in the best interest of the City.
- Section 3. The City Manager is authorized to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- Section 4. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of April 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Kristi Davis, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – Standard Agreement
Exhibit B – Equipment Renderings

EXHIBIT A



PUBLIC WORKS STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of April 2025 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and **Miracle Recreation – PlayPower Inc.**, hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

Delivery and installation and of new playground equipment for Patriot Park per Plan_24_3795_PatriotPark_001_BOM. After installation, Contractor shall also perform a Certified Playground Safety Inspector (CPSI) Inspection and provide the Inspection Report to the City.

Contractors work shall not exceed \$151,637.78 without written authorization by the City.

For additional information regarding the Scope of Work, see the Contractor's quote (Quote No. Q-10194) attached hereto as Exhibit C.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY
A MUNICIPAL CORPORATION**

Robert Bendorf
Interim City Manager

Miracle Recreation – PlayPower Inc.

By: _____

Title: _____

Print: _____

License No.: _____

Address: _____

Attachments: Exhibit A – Terms and Conditions
Exhibit B – Federal Labor Standards Provisions
Exhibit C – Miracle Recreation – PlayPower Inc. Quote No. Q-10194
Exhibit D – Insurance Requirements
Exhibit E – List of Subcontractors
Exhibit F – Payment Bond
Exhibit G – Workers' Compensation Insurance Exemption
Exhibit H – Vendor Payment Options
Exhibit I – WH-347 Optional Payroll Form
Exhibit J – Federal Prevailing Wage Rates

City of Yuba City
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EXHIBIT A
TERMS AND CONDITIONS

- 1) The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
- 2) The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialpeople, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
- 3) The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
- 4) The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
- 5) Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
- 6) Time is of the essence in this agreement.
- 7) No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- 8) The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 9) All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
- 10) The City reserves the right to withhold payment until orders completed and/or accepted by the City.
- 11) Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- 12) The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.
- 13) This project is funded with Federal Department of Housing and Urban Development (HUD) funds through the Community Development Block Grant (CDBG) program. As such, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public work, as defined in this chapter, unless currently registered with Sam.Gov. Failure to register with SAM.Gov at the time of bid submittal shall cause the bid to be rejected as a non-responsive bid.
- 14) The Contractor shall list the information of each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid, or \$10,000 (whichever is greater), in accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4101 of the Public Contract Code of the State of California.
- 15) In accordance with California Civil Code, Section 9550, the Contractor shall furnish a Payment (Labor and Materials Bond) for any public works contract in excess of \$25,000.
- 16) All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):
 - a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section

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3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

17) Equal Opportunity Clauses

- a) The Civil Rights, Age Discrimination and Rehabilitation Acts Assurance: During the performance of this Agreement, Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development of 1974 as amended, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973, and all implementing in regulations.
- b) The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:
 - i) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
 - ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - iii) Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) State Nondiscrimination Clause

- i) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant of employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractor and subcontractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 13900 et seq.) and the applicable regulations promulgated thereunder (California Administrative code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d) This Agreement shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.

EXHIBIT B
FEDERAL LABOR STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT C
SCOPE OF WORK

Job Number: 24-3795
 Job: Patriot Park
 Quote Name: Quote-24-3795-Patriot Park_001_2025_Rev_2-5-25
 Quote Number: Q-10194



Prepared by:
 Shana Friesen
 shana@miracleplaygroup.com

Terms: Equipment With Install: 50% due upon order. Installation: 25% deposit required at the time of equipment order, remainder due net 30 days after completion

Sub Total: \$137,549.40
 Freight: \$8,638.00
 Estimated Tax: \$5,450.38
 Total: \$151,637.78

Remit to: Miracle Playsystems
 1276 S Main St.,
 Salinas, CA 93901

Miracle

This Quote Includes a Sourcewell Discount (Contract #010521-LTS)

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	Miracle Play Equipment Per Plan_24_3795_PatriotPark_001_BOM	1	\$93,972.00	\$75,177.60	\$5,450.38

Installation Services

Equipment Installation Only – Does NOT include Demo of Existing Structure, Removal of EWF, Removal of Existing Footings, Offload of Equipment or Temp Fencing

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B15	Equipment Installation Per Plan_24_3795_PatriotPark_001, Per Manufacturer Recommendation.	1	\$61,081.80	\$61,081.80	\$0.00

CPSI Inspection

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
B22	CPSI Inspection & Report	1	\$1,290.00	\$1,290.00	\$0.00

Sub Total: \$137,549.40
 Freight: \$8,638.00
 Total Estimated Tax: \$5,450.38
 Grand Total: \$151,637.78

Patriot Park
 MIRACLE PLAYSYSTEMS, INC. – 2443 FILLMORE STREET #380-2302, SAN FRANCISCO, CA 94115
 (800) 879-7730 – (510) 893-2163 (FAX)
 CSL: 981433 – DIR: 1000015853

Page 1 of 3

Company: _____

Signature: _____

Name: _____

Date: _____

Please confirm or edit order information below.

End User Company:

City of Yuba City

End User Contact:

End User Email:

Bill To Email:

kwoods@yubacity.net

ehernand@yubacity.net

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

Bill To:

City of Yuba City,

1201 Civic Center Blvd.,

Yuba City, CA,

95993

Site Address:

1498 Upland Dr,

Yuba City

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems DOES NOT include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

Patriot Park

MIRACLE PLAYSYSTEMS, INC. — 2443 FILLMORE STREET #380-2302, SAN FRANCISCO, CA 94115

(800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 — DIR: 1000015853

Page 2 of 3

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are Equipment: 50% due upon order, 50% due net 30 days after ship date, subject to approval by Miracle Playsystems Credit Manager. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Installation Services: 25% deposit is required at the time of equipment order, balance of the installation will be billed upon completion, due net 30 days. Retainage not accepted. Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges.
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 30 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Patriot Park
MIRACLE PLAYSYSTEMS, INC. — 2443 FILLMORE STREET #380-2302, SAN FRANCISCO, CA 94115
(800) 879-7730 — (510) 893-2163 (FAX)
CSL: 981433 — DIR: 1000015853

Page 3 of 3

EXHIBIT D INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit G.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained

by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.

EXHIBIT E
LIST OF SUBCONTRACTORS

The bidder shall list the following information of each subcontractor to whom the Bidder proposes to subcontract portions of the work. If a Public Works Contractor Registration Number (DIR Reg. No.) is not available at the time of the bid opening, the contractor shall deliver all missing DIR Reg. Nos. within 24 hours of bid opening.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4101 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid, or \$10,000 (whichever is greater).

Subcontractor	Bid Item Nos.	Description of Work or Services	Value of Work	License No.		Class
				DIR Reg. No.		
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						

EXHIBIT F
PAYMENT BOND (LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Yuba, any and all persons named in California Civil Code Section 9100 as Claimants, whose claim has not been paid by the Contractor, in the aggregate total of _____ (\$_____) (being 100% of the Contract amount) for payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to the City of Yuba in an amount to be fixed by the court.

The condition of the foregoing obligation is such that, whereas the Principal has entered into a Contract dated _____, 2025, with the City of Yuba City, CA ("Owner") to do the following work, to wit: City of Yuba City **Patriot Park Playground Replacement**, Contract No. **1222-CON-25**.

NOW, THEREFORE, if the Principal or its/his/her subcontractors fail to pay i) any of the persons named in Section 9100 of the Civil Code of the State of California; ii) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal or its/his/her subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor; or iii) for any other work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery used in, upon, or about the performance of work to be done; then the Surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assignees in suit brought upon this bond. Moreover, if the Owner or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, the Contractor and Surety shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Section 9550 to 9566, inclusive, and all amendments thereto. The Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845. The Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Payment Bond or in any way affect the obligations of Surety on this Payment Bond.

Any proceeding, legal or equitable, under this Payment Bond shall be instituted in any court of competent jurisdiction in Sutter County, California.

IN WITNESS THEREOF, the parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corp. Seal)

Principal: _____

Signature: _____

Name & Title:

Address:

(Corp. Seal)

Surety: _____

Signature: _____

Name & Title:

Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

(NOTE: The date of this bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute bond.)

****END OF SECTION****

EXHIBIT G
WORKERS' COMPENSATION INSURANCE EXEMPTION

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Miracle Recreation – PlayPower Inc.

By: _____

Title: _____

Print: _____

Date: _____

**NOT USED IN
THIS CONTRACT**

EXHIBIT H
VENDOR PAYMENT OPTIONS

The City of Yuba City currently participates in an electronic bill pay program. The Control Pay Advanced program offered through Commerce Bank is an automated accounts payable solution. Commerce Bank enrolls City vendors in the program. Once enrolled, the Finance Department will send weekly electronic accounts payable files using the standard industry Automated Clearing House (ACH) technology, to Commerce Bank listing all information regarding the payment to the vendor. Commerce Bank will then process the accounts payable file and transmit electronic payments to those vendors in the program through Visa instead of the City processing individual checks and sending by mail. Vendors will receive the funds in their bank account within 24-48 hours.

Does your company accept Visa payment for invoices? _____ YES _____ NO

Miracle Recreation – PlayPower Inc.

By: _____

Title: _____

Print: _____

Date: _____

EXHIBIT I
WH-347 – OPTIONAL PAYROLL FORM

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)							(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)	
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
																					TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
								HOURS WORKED EACH DAY																	
							ST																		
							OT																		
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.		PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME						
PROJECT LOCATION					WEEK ENDING DATE		CERTIFYING OFFICIAL'S NAME AND TITLE						
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:													
☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.													
☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.													
☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.													
☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.													
APPRENTICESHIP PROGRAM NAME					REGISTERED		NAME OF LABOR CLASSIFICATION						
					☐ OA ☐ SAA								
					☐ OA ☐ SAA								
					☐ OA ☐ SAA								
☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.													
HOURLY CREDIT FOR FRINGE BENEFITS <i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i>													
NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.													
ADDITIONAL REMARKS													
SIGNATURE OF CERTIFYING OFFICIAL					DATE		TELEPHONE NUMBER			EMAIL ADDRESS			
							(____) ____ -____						
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.													

EXHIBIT J FEDERAL PREVAILING WAGE RATES

"General Decision Number: CA20250007 03/21/2025

Superseded General Decision Number: CA20240007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/07/2025
6	03/21/2025

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 84.76	25.07
Area 2.....	\$ 64.56	25.07

ASBE0016-007 05/01/2024

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHEMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 34.56	11.40
AREA 2.....	\$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER (1) Marin & Solano Counties.	\$ 49.62	41.27

City of Yuba City
1201 Civic Center Blvd. • Yuba City, CA 95991

(2) Remaining Counties.....\$ 45.60 38.99

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 42.06	19.80

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 52.76	25.01
AREA 2.....	\$ 57.02	28.50

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 44.93	20.98
TERRAZZO WORKER/SETTER.....	\$ 60.58	29.79

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 35.00	17.44
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 37.75	19.28
Area 4.....	\$ 35.78	19.23
Tile Layer		
Area 1.....	\$ 55.55	21.08
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 59.92	22.62
Area 4.....	\$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

BRCA0003-014 08/01/2024

	Rates	Fringes
MARBLE MASON.....	\$ 61.72	30.31

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot
221 ft.-deeper \$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22

Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

Rates Fringes

Modular Furniture Installer

Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

Rates Fringes

City of Yuba City
1201 Civic Center Blvd. • Yuba City, CA 95991

Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

ELEC0180-001 06/01/2024

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 66.44	3%+27.84
ELECTRICIAN.....	\$ 59.06	3%+27.83

ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 48.44	27.60
Technician.....	\$ 55.71	27.82

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

* ELEC0340-002 03/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 40.00	25.50
Sound & Communications		
Technician.....	\$ 46.00	25.68

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance,

background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO

THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

* ELEC0340-003 02/01/2025

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 49.20	38.58
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2025

City of Yuba City
1201 Civic Center Blvd. • Yuba City, CA 95991

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 48.50	23.04

ZONE RATE:

70-90 miles - \$10.00 per hour
91+ miles - \$15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.17	32.04

ELEC0551-005 12/01/2024

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 51.59	28.20
Technician.....	\$ 59.33	28.43

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2025

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.58	20.70

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15

(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 53.30	22.26
(3) Groundman.....	\$ 40.76	21.76
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 84.05	38.435+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 51.23	39.55
AREA 2:		
(1) Leverman.....	\$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 53.23	39.55

City of Yuba City
1201 Civic Center Blvd. • Yuba City, CA 95991

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

Rates Fringes

OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)

GROUP 1		
AREA 1.....	\$ 52.40	28.52
AREA 2.....	\$ 54.40	28.52
GROUP 2		
AREA 1.....	\$ 48.80	28.52
AREA 2.....	\$ 50.80	28.52
GROUP 3		
AREA 1.....	\$ 44.19	28.52
AREA 2.....	\$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
AREA 2 AS
NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE
AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		

Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and

supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Caryl lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting

device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.75	34.45

IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.70	35.15

LABO0067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 37.75	29.69
Remaining Counties.....	\$ 36.75	29.69

LABO0067-005 01/01/2024

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,

MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.32
Area B.....	\$ 36.26	27.32
Traffic Control Person I		
Area A.....	\$ 37.56	27.32
Area B.....	\$ 36.56	27.32
Traffic Control Person II		
Area A.....	\$ 35.06	27.32
Area B.....	\$ 34.06	27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II....	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
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LABORER

Mason Tender-Brick.....	\$ 37.54	25.55
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LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
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LABORER (CONSTRUCTION CRAFT**LABORERS - AREA A:)**

Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

**LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE****LABORERS - AREA A:)**

(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty		
Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II....	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72

GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30

GROUP 2.....\$ 35.35 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalars (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitelaborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0016-004 01/01/2025

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 53.38	28.04

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 59.63	31.29

PAIN0016-007 01/01/2025

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 43.45	22.80

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

* PAIN0567-001 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 36.87	15.82
Spray Painter & Paperhanger.	\$ 38.87	15.82

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr

Special Coatings (Spray), and Steeplejack = \$1.00/hr

Special Coating Spray Steel = \$1.25/hr

Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.27	16.47

PAIN0567-010 07/01/2024

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 44.29	16.12

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

Rates	Fringes
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SOFT FLOOR LAYER.....\$ 48.54 26.59

PLAS0300-003 07/01/2018

Rates Fringes

PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo & Yuba Counties.....\$ 32.70 31.68
 AREA 355: Marin.....\$ 36.73 31.68
 AREA 355: Napa & Sonoma Counties.....\$ 32.70 31.68

PLAS0300-005 07/01/2016

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 32.15 23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

Rates Fringes

PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)

(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....\$ 69.70 46.38
 (2) All other work - NEW CONSTRUCTION RATE.....\$ 82.00 48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter (Underground/Utility Fitter).....\$ 69.70 33.15

PLUM0228-001 01/01/2025

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER.....\$ 50.00 40.34

PLUM0343-001 07/01/2024

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 69.60	36.63

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

PLUM0355-001 07/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 34.51	18.30

PLUM0442-003 01/01/2025

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 55.95	37.64

PLUM0447-001 07/01/2024

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 64.37	29.25
Light Commercial Work.....	\$ 53.08	23.52

ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 46.73	21.36

SFCA0483-003 01/01/2025

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 78.94	39.10

SFCA0669-003 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.65	28.56

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 41.54	33.25
GROUP 2.....	\$ 41.84	33.25
GROUP 3.....	\$ 42.14	33.25
GROUP 4.....	\$ 42.49	33.25
GROUP 5.....	\$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.;

Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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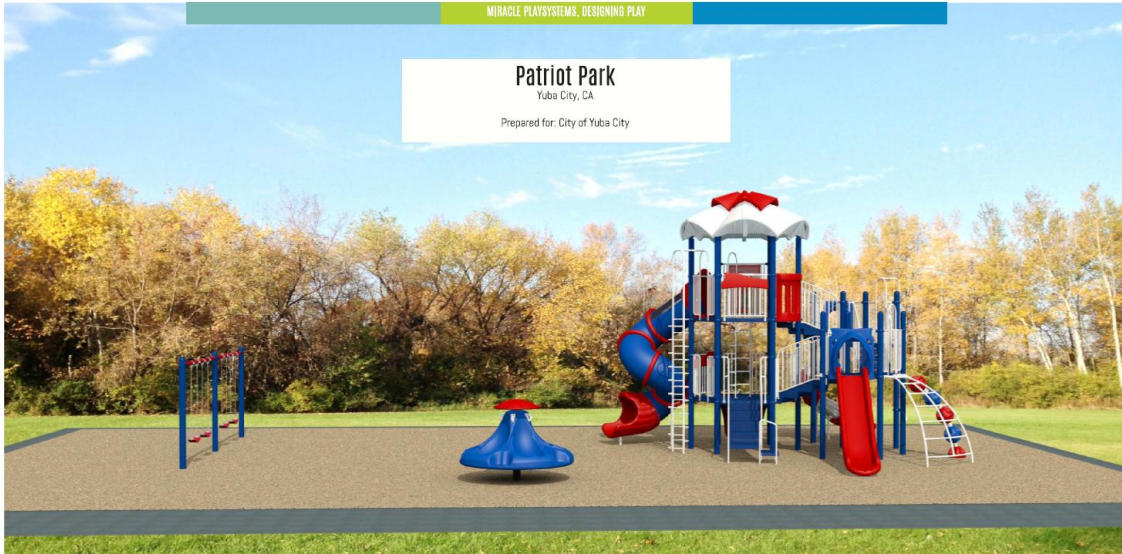
END OF GENERAL DECISION"

EXHIBIT B

Patriot Park

Yuba City, CA

Prepared for: City of Yuba City



Creating Fun Play Environments to Enrich Communities



Colors Used in Rendering:

*Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.



3/14/2024
24_3795_PatriotPark_001

Creating Fun Play Environments to Enrich Communities





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3/14/2024
24_3795_PatriotPark_001

Creating Fun Play Environments to Enrich Communities



CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Kristi Morales , Administrative Analyst

Summary

Subject: Cancellation of May 6, 2025 Regular Meeting of the City Council
Recommendation: Cancel the May 6, 2025 Regular Meeting of the City Council
Fiscal Impact: None

Purpose:

To cancel the May 6, 2025 Regular Meeting of the City Council

Background:

The Yuba City Municipal Code Section 2-1.01 sets the Regular Meetings of the City Council to occur on the first and third Tuesday of each month at 6:00 p.m. (5:00 p.m. for any Closed Session items) in the Council Chambers. Special Meetings or Workshops may be called at any time by the Mayor or by a majority of the members of the Council.

Analysis:

Due to two council members traveling on city business to Cap to Cap out of state there will only be a bare minimum of council members available for the meeting. To allow the opportunity for all council members to act on city business, staff is recommending the May 6th council meeting be cancelled. Canceling will not delay any city approvals.

May 3-7, 2025 - Cap to Cap

The annual Cap-to-Cap conference is May 3-7, 2025.

Alternatives:

1. Do not authorize the cancellation
2. Provide staff with alternate direction

Fiscal Impact:

No fiscal impact

Recommendation:

Consider the cancellation request of the regular council meeting on May 6, 2025.

Attachments:

None

Prepared By:

Kristi Morales
Administrative Analyst

Submitted By:

Robert Bendorf
Interim City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Water System Consolidation – Oswald Tudor Fire Station #8
Recommendation: Adopt a Resolution authorizing the Public Works Director to sign a letter of intent to serve the Oswald Tudor Fire Station #8 with City water and submit to the Sutter Local Agency Formation Commission
Fiscal Impact: Construction of the infrastructure necessary to implement the water service connection will be at no cost to the City. The County will also be subject to monthly utility fees.

Purpose:

To authorize providing City water to Sutter County's Oswald Tudor Fire Station No. 8 located outside the City's sphere of influence.

Council's Strategic Goal:

This project improves the quality of life for residents by meeting the health and safety needs of Public Safety personnel.

Background:

In September 2022, the City entered into an Extraterritorial Water Service Agreement with Yuba City Unified School District to provide City water to Barry Elementary School. As part of this agreement, a 4-inch diameter water service line was installed from the City water system at the intersection of Railroad Avenue and Stewart Road to Barry Elementary School, located at Barry Road and State Route 99 (Attachment 2).

The Sutter County Fire Department has approached the City regarding connecting the Oswald Tudor Fire Station No. 8, located across Barry Road from Barry Elementary School, to the new water service line. This request is due to poor potable water quality at the fire station, specifically arsenic levels in the fire station's existing onsite well exceeds federal standards (22 parts per million versus a standard of 10).

The fire station is located outside City limits, as well as outside the City sphere of influence.

Analysis:

Staff have reviewed the request and determined that it is technically feasible to connect the fire station to the new water service line and provide potable water via the City water system. The County will need to coordinate directly with Yuba City Unified School District to negotiate terms for the use of the water service line.

Since the fire station is located outside the City's sphere of influence, approval from Sutter Local Agency Formation Commission (LAFCO) must approve the water service connection. To facilitate LAFCO's approval, the City is required to provide LAFCO with a Letter of Intent to serve the fire station. Staff is requesting approval for the Public Works Director to submit the letter of intent. Prior to providing service to Oswald Tudor Fire Station No. 8, the parties will enter into an ExtraTerritorial Water Services agreement, which will be presented to the Council for final approval.

Fiscal Impact:

Construction of the infrastructure necessary to implement the water service connection will be at no cost to the City. The County will be subject to monthly utility fees.

Alternatives:

Do not approve a letter of intent. Sutter County will be required to find alternative means of providing satisfactory potable water for its employees.

Recommendation:

Adopt a Resolution authorizing the Public Works Director to sign a letter of intent to serve the Oswald Tudor Fire Station #8 with City water and submit to the Sutter Local Agency Formation Commission.

Attachments:

1. Attachment 1 - Resolution
2. Attachment 2 - Location Map

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN A LETTER OF
INTENT TO SERVE THE OSWALD TUDOR FIRE STATION NO. 8 WITH CITY
WATER AND SUBMIT TO THE SUTTER LOCAL AGENCY FORMATION
COMMISSION (LAFCO)**

WHEREAS, the City is providing potable water to Barry Elementary School through a water service line that was installed under an Extraterritorial Water Service Agreement with Yuba City Unified School District; and

WHEREAS, the Sutter County Fire Department has requested permission to connect its Oswald Tudor Fire Station No. 8, located across Barry Road from Barry Elementary School, to the aforementioned water service line; and

WHEREAS, this Sutter County Fire Department request is due to arsenic levels in the fire station's existing onsite well (22 parts per million) exceeding federal standards (10 parts per million); and

WHEREAS, City staff have reviewed the request and determined that it is technically feasible to connect the fire station to the new water service line and provide potable water via the City water system; and

WHEREAS, since the fire station is located outside of the City sphere of influence, the Sutter Local Agency Formation Commission must approve the water service connection and requires a letter of intent to serve the fire station in order to make its approval.

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

1. The City Council hereby authorizes the Public Works Director to sign a letter of intent to serve the Oswald Tudor Fire Station No. 8 with City water and submit the letter to the Sutter Local Agency Formation Commission.
2. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of April 2025.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Kristi Davis, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Letter of Intent

EXHIBIT “A”



PUBLIC WORKS DEPARTMENT
1201 Civic Center Boulevard
Yuba City, California 95993

April 16, 2025

Sutter Local Agency Formation Commission
Attn: Doug Libby, Executive Officer
1201 Civic Center Blvd
Yuba City CA 95993

RE: Letter of Intent to Provide Potable Water to Oswald Tudor Fire Station No. 8

Dear Mr. Libby:

The City has reviewed the Sutter County Fire Department's request to receive potable water from the City water system at its Oswald Tudor Fire Station No. 8 and determined that it is technically feasible to do so.

The City agrees to provide potable water to the fire station due to arsenic levels in the existing onsite well (22 parts per million) exceeding the federal standard (10 parts per million), which represents a health and safety risk to public safety providers who serve area residents. The City is currently providing potable water to Barry Elementary School for similar health and safety reasons.

If you have any questions regarding this letter of intent, please do not hesitate to contact Kevin Bradford in our office at 530-822-4786 or via email at kbradfor@yubacity.net.

Sincerely,

Benjamin K. Moody
Public Works and Development Services Director

ATTACHMENT 2



OSWALD TUDOR
FIRE STATION #8
WATER SERVICE CONNECTION

CITY
WATER
SYSTEM

STEWART ROAD

99

ROUTE

STATE

AVENUE

RAILROAD

4" BARRY
ELEMENTARY
SCHOOL WATER
SERVICE

BARRY
ELEMENTARY
SCHOOL

BARRY

ROAD

OSWALD TUDOR
FIRE STATION #8

CITY OF YUBA CITY
STAFF REPORT

Date: April 15, 2025
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Kristi Morales , Administrative Analyst

Summary

Subject: Community Sponsorship Request- BMLC
Recommendation: Consider the sponsorship requests from the Beale Military Liaison Council, Inc., and if approved:

Adopt a Resolution to approve a monetary sponsorship request from the Beale Military Liaison Council, Inc., in the amount of \$2,500.00

Fiscal Impact: Monetary sponsorship in the amount of \$2,500.00 - Community Contributions - Account No. 4220-66010

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Background:

Founded in 1985, the Beale Military Liaison Council, Inc. (BMLC) is a non-profit organization whose purpose is to advocate for, educate about, and partner with Beale Air Force Base (Beale) to raise funds and awareness for programs that support Beale. Through their efforts, the BMLC, with assistance from the local community and corporate partners, has invested more than \$1.5 million in Quality of Life projects and more than \$1 million in advocacy for Beale.

Analysis:

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and "applications will be presented to Council quarterly on a first-come, first-served basis." For FY 24-25, City Council budgeted \$20,000 for Community Contributions and \$10,000 for Community Events. Budgeted funds are to be considered and allocated on a quarterly basis, which provides \$5,000 quarterly for Community Contributions and \$2,500 quarterly for Community events.

Description	Budget	Q1 Jul- Sept 2024	Q2 Oct- Dec 2024	Q3 Jan- Mar 2025	Q4 April- June 2025	Remaining Balance
Community Contributions 4220-66010	20,000 (5,000 Quarterly)		\$5,000 SayLove		\$2,500 BMLC	15,000
Community Events 4220-66015	\$10,000 (2,500 Quarterly)	\$2,500- SayLove Savor Event	\$1,000 Co Museum Trees Tradition Event	Sutter \$1,500 - Event (Approved) and \$1,250 Ravidass Event \$1,250 Touch-a-Truck event	AHA Shri Guru Temple Playzeum	2,500

The community sponsorship requests submitted by the BMLC of \$2,500, if approved, will be funded from Account 4220-66010, Community Contributions, of which there is \$15,000 available.

Fiscal Impact:

There are sufficient funds in Account No. 4220-66010, Community Contributions, to cover the \$2,500 request from the BMLC.

Alternatives:

1. Do not authorize the contribution to the BMLC
2. Approve the monetary sponsorship request(s) with changes.
3. Provide staff with alternate directions.

Recommendation:

Consider the sponsorship requests from the Beale Military Liaison Council, Inc., and if approved:
Adopt a Resolution to approve a monetary sponsorship request from the Beale Military Liaison Council, Inc., in the amount of \$2,500.00.

Attachments:

1. Resolution - Community Sponsorship Request - BMLC
2. BMLC Application
3. 2024 Beale Annual report
4. Beale fact sheet

Prepared By:

Kristi Morales
Administrative Analyst

Submitted By:

Robert Bendorf
Interim City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A
COMMUNITY SPONSORSHIP REQUEST FOR THE BEALE MILITARY LIAISON COUNCIL,
INC.**

WHEREAS, the Beale Military Liaison Council, Inc., (BMLC) a 501(c)(3) non-profit organization, is requesting community sponsorship funds to support their efforts to advocate for, educate about, and partner with Beale Air Force Base; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the BMLC serves an important public purpose to the community insofar as the public will receive benefits from their efforts to support Beale Air Force Base.

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the BMLC's efforts to support Beale Air Force Base benefits Yuba City residents. The requested sponsorship is for a qualified non-profit organization that primarily serves Yuba Sutter residents and will contribute positively to the recognition and image of the city. Accordingly, the City Council approves the sponsorship request of \$2,500 for the BMLC.

Section 3. This Resolution shall take effect immediately and the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 15th day of April, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Kristi Davis, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 2



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization BMLC, Inc Non-Profit ID/ 501 C# 32-0443955

Address PO Box 1808 City/State/Zip Yuba City, CA 95992

Contact Person Sami Nall Phone 530.701.1122 Email sdnall@gmail.com

Organization Purpose/Mission See attached pages for additional information

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City)
☐ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational
☐ Fundraiser ☐ Entertainment ☐ Other _____

Program or Event Name _____

Event Location _____

Event Date/Time _____

Expected Number of Participants _____

Open to the Public? ☐ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- **Boosts the local Yuba City economy:** Beale AFB adds more than \$1B in annual economic impact to the regional community and nearly 11,000 jobs created as of 2022. BMLC advocates to protect the viability of Beale AFB to ensure its future for our community and our nation.
- **Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community:** Our region is privileged to have the military installation as part of the community. Airmen and their families live and shop in our communities and our efforts to support will have a long lasting impact. Our belief is that Beale and our regional area are ONE COMMUNITY.
- **Contributes positively to the recognition and image of the City of Yuba City:** BMLC has strong relationships to both local and visiting Air Force leadership, fostering a positive image of the community beyond our region. Our advocacy to Virginia, Texas, & Washington DC supports the community's efforts to retain and recruit new missions and therefore adding increased recognition and a positive image.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: \$2,500

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☒ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

☒ I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant Sami Nall Date 3/23/2025

Print Name of Applicant Sami Nall

ATTACHMENT 3

Building a
**stronger future
for those
who protect ours.**



Advocacy work on
Capitol Hill and at
the Pentagon.

Quality-of-Life
projects completed
on base.

Civic Leader Tours
with community
leadership.

photo courtesy /
Senior Airman Juliana Londono
(US Air Force)

A MESSAGE FROM THE CHAIR OF THE BOARD

As the newly appointed Chair of Beale Military Liaison Council (BMLC), I am truly humbled to carry forward the legacy of this remarkable organization. For over 20 years, I've had the privilege of supporting BMLC's mission, and for the past five years, I've served on its dynamic and dedicated Board.

What I love most about BMLC is our unwavering commitment to making a difference—whether through a Burger Burn for 400+ Airmen or advocacy efforts in Washington, D.C. Our all-volunteer Board pours passion and effort into every initiative, big or small, and our 2024 accomplishments stand as a testament to that dedication.

As we build upon the strong foundation laid by our predecessors, I remain deeply committed to BMLC's mission. Every Airman and Guardian at Beale has made a difference in my life—whether through their friendship or their vital role in safeguarding our nation's freedom.

I want to extend heartfelt gratitude to our outgoing Chair, Janice Nall, whose leadership over the past years has been nothing short of extraordinary. Her dedication, vision, and hard work have profoundly impacted Beale's Airmen and Guardians, and we are forever grateful. She, and the legacy she leaves behind will be tough to live up to!

Looking ahead, my vision for BMLC is one of growth, inclusion, and innovation. I'm excited to collaborate with our Board and supporters to create lasting impacts for Beale's Airmen and Guardians. Together, we'll continue to make a difference.

Thank you to those who serve our country and to everyone who supports BMLC's mission.



Sincerely,

A handwritten signature in black ink that reads "Sami Nall". The signature is fluid and cursive.

Sami Nall
Chair
BMLC, Inc.

2024: A YEAR OF IMPACT AND GROWTH FOR BMLC

2024 was a remarkable year for BMLC, filled with meaningful milestones and events that exemplify our mission to support Beale's Airmen and Guardians. Together, we contributed over \$260,000 to advocate, educate, and foster partnerships that make a difference in their lives.

Boosting Morale

We proudly support events that uplift our Airmen and Guardians, including the Annual Awards Banquet, Air Force Ball, Maintainer Professional of the Year, and the 9th MXG's Combat Dining Out. In December, we funded the Force Support Squadron's holiday event for exceptional children and children with deployed parents, spreading holiday cheer to families who needed it most.

Advocating for Beale's Future

In February, we traveled to Washington, D.C., to advocate for Beale's priorities, including securing funding for the Multi-Domain Operations Complex (MDOC). Our efforts resulted in Congress authorizing \$148 million and appropriating the initial funds for construction. In 2025, we'll continue working to secure additional funding for this critical project.

Fostering Education and Awareness

In April, we hosted Yuba-Sutter Civic Leaders on a trip to San Antonio, TX, for an in-depth look at the 16th Air Force, Beale's parent organization. In the fall, our Board participated in the Air Combat Command (ACC) Commander's Conference, hosting our signature "Cork 'n Fork" icebreaker and connecting with ACC leadership to showcase Beale's unique mission and value. We also deepened our knowledge by attending conferences hosted by the Association of Defense Communities, Air Force Association, and International Council of Air Shows, ensuring we stay informed about Air Force and defense community priorities.

Hands-On Support

BMLC rolled up our sleeves to serve our community, hosting Burger Burns in August and October for over 400 Airmen each. Special thanks to Recology, Yuba-Sutter, our Board, the Yuba-Sutter Chamber of Commerce, and community volunteers who braved the heat to make these events a success!

Enhancing Quality of Life

We funded the transformation of an unused concrete pad into a vibrant multi-use space for the 548th ISRG. With Airmen's hard work and our support, the space now features a BBQ area, pickleball court, and outdoor gym—an incredible resource for all to enjoy. Every achievement this year was made possible by the generosity of our supporters. Your contributions drive our mission and create a lasting impact for Beale's Airmen and Guardians.



Meeting with Congressman Doug Lamalfa during an Advocacy trip on Capitol Hill, February 2024.

WELCOME NEW BOARD MEMBER, **NIKKI ROGERS**

Nikki Rogers is not new to giving back to the community she lives and works in. Having served on the Yuba-Sutter Chamber Board, Yuba-Sutter Food Bank Board, and Friends of the Marysville Stampede Committee, Nikki knows a thing or two about giving back.

Since 2023, Nikki has served as an Honorary Commander to the 50th Intelligence Squadron, and in that role, had the privilege of building meaningful relationships and supporting the Airmen. “The experience has been incredibly rewarding and has deepened my passion for contributing to the well-being of our military community,” Nikki explained. “I’ve found great fulfillment in these connections, and I’m eager to continue finding ways to do even more to support our local Airmen and their families.”



Nikki is the Franchise Owner of Express Employment Professionals, located in Yuba City, CA. For over 15-years Nikki has helped the local community fill staffing needs all while helping individuals find a profession that best suits their needs and talent. This role has been possible due to the mentorship and guidance of Tina and Tom Williams, her business partners, who also are involved in the Honorary Commander Program and have longstanding ties to the Yuba-Sutter community. “Tom and Tina have had a profound influence on my personal and professional growth and have made it possible for me to build a good book of business and also give back to the area I call home,” said Nikki.

Joining Beale Military Liaison Council was a natural extension of Nikki’s commitment to service and support—this time, in partnership with the dedicated men and women who serve at Beale. Nikki and her family come out to support her volunteer efforts and also give back by donating time and resources to the local community.

ADVOCATE: CORK N' FORK

BMLC Board and community business leaders had the pleasure of going to Langley AFB/ACC Headquarters in mid-October to host Cork n' Fork at the Commanders' Conference. BMLC served California wines and provided appetizers to help showcase the region that Beale calls home. While advocating for Beale at the event, the local wine connection helps the commanders remember Beale. While at Langley, we were able to meet with Air Combat Command leadership. Topics of discussion included a formal request for Beale AFB to be the home of Collaborative Combat Aircraft (CCA), sharing a report on high PG&E costs (given to us by the First Sergeants Council), and our appreciation for the funds dedicated to MDOC, at Beale.



EDUCATE: CIVIC LEADER TOUR

We had a memorable Civic Leader Tour (CLT) in early April. The BMLC Board, along with approximately 15 Yuba-Sutter community leaders, flew to San Antonio to tour Lackland AFB, (home of the Sixteenth Air Force and basic training) and Randolph AFB. We started the trip with a great dinner including guests, Lt Gen Kennedy, Commander, Sixteenth Air Force (now retired), and Major General Thomas Hensley, Deputy Commander, Sixteenth Air Force (now Lt General Hensley and Sixteen AF Commander). The next day we toured Randolph Air Force Base where we got to use flight simulators and learn about their pilot training program. That night we attended a reception with Sixteenth AF/Lackland leadership at their base museum. We concluded our tour at Joint Base San Antonio - Lackland. We were all moved while watching basic training graduation, then amazed to tour the dorms and get a glimpse into a day in the life of a new Airmen. We met military dogs, at their dog training facility, and finished the night off with some 'team building' on the Riverwalk. Overall it was a great trip with lots of new AF knowledge, and tons of respect earned for our Airmen.



PARTNER: 548TH PT PAD

2024 included a large quality of life project for the 548th. A large concrete pad formally used to house the machines that processed U2 film was standing unused. The 548th had dreams of making the covered space into a PT Pad. They were able to fund an amazing 'Gym in a box' to put in the space, but they had bigger dreams. BMLC was able to bring their dreams to fruition with a BBQ, built in countertops, pickleball court, and a 'Big Ass Fan'. With help from our friend and community partner, Zach Milner, from North Star Construction, a connection was made to Berkeley Bodine from Vanden Box Electric. Berkeley donated his time to install the 'Big Ass Fan' for us. We were happy to celebrate the completion of the PT Pad with a Burger Burn for our friends at the 548th. *PS - that Big Ass Fan lives up to it's name!*



BEALE AIR FORCE BASE ECONOMIC IMPACT



photo courtesy /
SSgt Frederick Brown (US Air Force)

TU-2S Dragon Lady takes off from Beale AFB, at dusk, August 15, 2024.

ECONOMIC IMPACT

Beale Air Force Base plays a significant role in the economic and social landscape of the local region. As a major employer in Northern California, the base provides thousands of jobs to both military personnel and civilians, stimulating local businesses and housing markets. Its presence drives infrastructure development and supports industries such as retail, education, automotive, hospitality and more.

BEALE NUMBERS

With an economic impact of \$1.086 billion to our region, Beale has 9,151 personnel, with \$167 million in contracts and a payroll of \$401 million. That is \$249 million annually in job creation. With 542 Officers, 751 Reserves, 2,978 Enlisted and 895 civilians, the impact to our region is vast.



Installation &
9th Reconnaissance Wing
Commander
Col. Keagan L. McLeese



940th Air Refueling Wing
Commander
Col. Andrew P. Gray



195th Air National
Guard Wing
Commander
Col. Raymond A. de Jesus

SCHNEIDER GATE TO REMAIN OPEN!

Years ago, Beale AFB closed the Schneider Gate, along North Beale Road, due to staffing shortages, reducing the base's five entrances to just a few. Beale is a unique base in that it has five entrances, with the average at most bases around two or three. As the Air Force became smaller, lack of manpower created the inability to keep all five gates at Beale open, causing them to make some hard choices. This decision created challenges for Airmen and their families, limiting access to affordable housing, shopping, and more via the North Beale Road route. Despite this setback, the Yuba-Sutter community remained steadfast in its support of Beale as well as BMLC's requests for support. The community's unwavering commitment didn't go unnoticed by leadership.

After numerous discussions over multiple years, we're thrilled to announce that Beale leadership has decided to permanently reopen the Schneider Gate! While it won't operate 24/7, due to ongoing staffing limitations, this reopening—along with the Doolittle Gate, once construction is complete—will greatly improve accessibility and opportunities for our community.

Let's continue to prove that their decision was correct, by supporting Beale and BMLC.

Together we can make great things happen!

photo courtesy / US Air Force



JOIN US FOR THE U-2 DRAGON LADY'S 70TH ANNIVERSARY CELEBRATION!

2025 BEALE AIR AND SPACE EXPO JUNE 7 & 8.



BMLC, in collaboration with Beale AFB, is thrilled to bring you the highly anticipated Beale Air & Space Expo—the first since 2018! This unforgettable event celebrates 70-years of the U-2 Dragon Lady at 70,000 feet and promises breathtaking aerial demonstrations, interactive exhibits, and a glimpse into cutting-edge aerospace technology.

Admission is FREE—Reserve your spot today!

While attendance is free, parking is extremely limited and requires a complimentary pass. Visit **www.BealeAirShow.com** to secure your parking pass today. Additional options, including priority parking, elevated experiences, and sponsorship opportunities, are also available. There is something for everyone! *Proceeds will support event costs and benefit our regional non-profits.*

Event Highlights:

- US Air Force Thunderbirds
- Educational booths and STEM activities for all ages
- Food vendors, live entertainment, and more

Don't miss this incredible celebration—perfect for aviation enthusiasts, curious learners, and families looking for an exciting day out!

Get Involved:

Visit **www.BealeAirShow.com** for parking passes, elevated experiences, sponsorships, and more. For questions, email **info@bealeairshow.com**.

Let's make history together—see you there!



FUNDRAISER: PATRIOTIC GOLF TOURNAMENT



photo courtesy /
Vanessa Helder (Sierra Central Credit Union)

We would like to extend our heartfelt thanks to the sponsors and volunteers who made the 2024 Patriotic Golf Tournament a success. Thanks to your support, the event was sold out and enjoyed by all.

Over 180 guests attended the Sponsor Social, where they enjoyed delicious hors d'oeuvres, live music, and an energetic live auction. The following day, 160 golfers took to the course for a day of great weather, delicious food, and plenty of libations.

A special thank you goes to the leadership from Beale Air Force Base for taking time out of their busy schedules, to join us for both the Social and the Golf Tournament.

We're excited to announce that the 16th Annual Patriotic Golf Tournament will return! August 21st and 22nd at Peach Tree Golf and Country Club in Marysville, CA.

We look forward to another memorable event!

**2025 Golf Tournament
August 21 & 22**



BMLC BOARD MEMBER JOINS AIR FORCE RESERVES CIVIC LEADER GROUP

photo courtesy /
AFRC Public Affairs



As part of our advocacy and education efforts to better bring light to Beale AFB and our missions, Jamie Keith was nominated to sit on the Air Force Reserves Civic Leader Group. Along with other delegates from across the country, Jamie represents Beale and brings awareness to the base and the Airmen that live, work and volunteer. In September Jamie visited Nellis, AFB in Las Vegas, NV and March, Air Reserve Base in San Bernadino, CA to learn about the Reserves and how the Reservists play a big part in our nations defense.

With an Air Refueling Wing on Beale, AFB (940th ARW), Beale serves as a key location, with our West Coast proximity, to assist in the Great Power Competition (GPC). The Reserves, play a key role in re-optimization and with a 72 hour call out time and productivity of 25% of the normal workload, working 28 out of 30 days a month, they are engaged and ready to assist when needed.

“It was an honor to meet some of the Reservists and spend time finding out about them from LT General John P. Healy”, said Jamie. “I look forward to continuing my knowledge and sharing the good that the AFR do across the US and in our own backyard.”



OUTGOING CHAIR REPORT: **JANICE NALL**

Now that my time as Chair of the Beale Military Liaison Council (BMLC) has wrapped up, I can't help but reflect on what an incredible journey this has been. It's been an absolute honor to serve in this role, working alongside passionate individuals who care deeply about Beale Air Force Base, the Airmen and families, and our community.

During my time on the Board and eventually as Chair, we've tackled challenges and celebrated big wins—all with the goal of making a real difference for our military personnel and this region they call home. Whether it was pushing for infrastructure improvements, supporting new missions, or teaming up with Beale to help make the Beale Air & Space Expo a success, BMLC has played a key role in strengthening those connections and ensuring Beale's continued success.

One of the best parts of this experience has been working with the incredible BMLC Board, past and present. Their dedication and hard work have made a real impact on the lives of our Airmen, ensuring they have the resources, support, and recognition they deserve. This group of passionate volunteers is unstoppable, and I have no doubt this current Board will keep building momentum.

Another highlight has been seeing the unwavering support from our community when BMLC asks for help. The community's enthusiasm, generosity, and commitment make a huge difference for us and for the men and women at Beale as we work together. It's that spirit that makes our region such an essential and welcoming partner in national defense.



I'm beyond grateful for the friendships I've made, the lessons I've learned, and the progress we've achieved together. Though I'm stepping down as Chair, my commitment to Beale and its mission isn't going anywhere. I can't wait to see BMLC continue to grow and evolve under new leadership, building on the strong foundation we've worked so hard to establish. After all, isn't that what it is all about—*making a difference*?

Thank you for the opportunity to serve. It's been an incredible ride!

Hugs,
Janice Nall



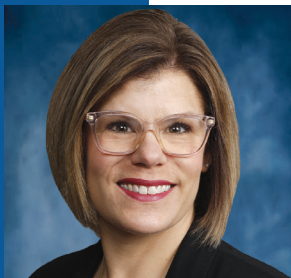
MEET OUR BOARD OF DIRECTORS

Our Board of Directors provide strategic guidance and leadership, ensuring the organization remains true to its mission and values. Comprised of professionals from diverse backgrounds, the board oversees governance, accountability, and long-term planning to foster growth and sustainability. Each of our members brings a unique expertise and shared commitment to our vision, driving impactful decisions that shape Beale Military Liaison Council and the organizations goal of Advocating, Educating and Partnering with and for Beale AFB.



Sami Nall
Chair

Flood Risk Reduction Manager, Yuba Water Agency



Kellie Sheeran
Treasurer

Owner, Geweke Ford Kia Towing



Rigo Diaz
Secretary

General Manager, Recology Yuba-Sutter



Jamie Keith
Board Member & AFRC Civic Leader

VP Marketing & PR, Sierra Central Credit Union



Nikki Rogers
Board Member

Managing Partner, Express Employment Professionals



www.BMLC.org

BMLC530@gmail.com



ATTACHMENT 4



Advocate | Educate | Partner

Making a difference for Beale AFB Airmen and their families.

BMLC, Inc. is honored to be the liaison group bringing together the Beale AFB military community and its surrounding area's civilian communities to serve each other. Founded in 1985, BMLC (Beale Military Liaison Council) is a non-profit 501(c)3 organization that raises funds and awareness for programs that support Beale AFB and make a difference in the lives of the men, women, and their families stationed there. BMLC maintains ongoing dialogue with Air Force leaders, elected officials, and relevant community organizations to ensure Beale, the center for High Altitude Intelligence Surveillance and Reconnaissance, remains viable.

BOARD

Our Board of Directors provide strategic guidance and leadership, ensuring the organization remains true to its mission and values. Comprised of professionals from diverse backgrounds, the board oversees governance, accountability, and long-term planning to foster growth and sustainability. Each of our members brings a unique expertise and shared commitment to our vision, driving impactful decisions that shape Beale Military Liaison Council and the organizations goal of Advocating, Educating and Partnering with and for Beale AFB.

*Meet our
all-volunteer Board!*



Sami Nall

Board Chair

Flood Risk Reduction Manager
Yuba Water Agency

Kellie Geweke Sheeran

Board Treasurer

Owner
Geweke Ford Kia Towing

Rigo Diaz

Board Secretary

General Manager
Recology Yuba-Sutter

Jamie Keith

Board Communications & AFRC Civic Leader

VP Marketing & PR
Sierra Central Credit Union

Nikki Rogers

Board Member

Managing Partner
Express Employment Professionals

MISSION

We support Beale AFB, improving quality of life for airmen and their families by advocating, educating & partnering. We advocate to protect the viability of Beale and ensure its future for our community and nation.

ADVOCATE for Beale

Many objectives are achieved through our advocacy initiatives that emphasize the critical importance of Beale's missions to our national security and its economic impact to our region.

Through frequent meetings and communication with elected officials, in California and Washington DC, and in conjunction with Air Force leadership at Beale, Air Combat Command and the Pentagon, BMLC advocates to grow and improve Beale AFB.

BMLC has invested \$1 million in advocacy on behalf of the future Airmen at Beale and the base of tomorrow.

- ✓ To keep Beale open
- ✓ For new missions and add-on missions
- ✓ For Beale improvements

EDUCATE about Beale

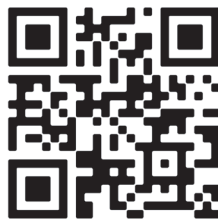
Special events are mission critical as they raise money and awareness not only to the needs of Beale's Airmen and their families, but of the regional economic impact Beale provides.

- ✓ Annual Patriotic Golf Tournament
- ✓ Distinguished Military leader visits
- ✓ Speaking engagements featuring elected officials and Military dignitaries
- ✓ Cork n Fork Air Force leadership event
- ✓ Civic Leader Tours

PARTNER with Beale

Our mission includes an unwavering commitment to enhance the quality-of-life for Beale Airmen and their families by improving their facilities, welfare and morale. Ultimately, also improving their experience at Beale AFB and within our communities. Many objectives are directly accomplished through our fundraising efforts and the generous support of the communities surrounding Beale.

BMLC has invested more than \$1.5 million in Quality of Life projects over the past decade. A list of many of those projects can be found at bmlc.org/bmlc-projects.



BMLC is a founding member of the California Defense Communities Alliance.

Join us August 22, 2025
for our annual

Patriotic Golf Tournament
to help raise funds for our mission.



BMLC, Inc. is a 501(c)3 charitable non-profit organization: 32-0443955.

www.bmlc.org



bmlc530@gmail.com



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