



AGENDA
APRIL 7, 2026

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

5:45 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

MAYOR	<ul style="list-style-type: none">• Marc Boomgaarden
VICE-MAYOR	<ul style="list-style-type: none">• Michael Pasquale
COUNCILMEMBER	<ul style="list-style-type: none">• Toni Cole
COUNCILMEMBER	<ul style="list-style-type: none">• Wade Kirchner
COUNCILMEMBER	<ul style="list-style-type: none">• Dave Shaw
CITY MANAGER	<ul style="list-style-type: none">• Robert Bendorf
CITY ATTORNEY	<ul style="list-style-type: none">• 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
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APRIL 7, 2026
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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_Fogwbl-5TQ6Qlj_O6mQeVA. 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, if any, 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. Liability Claim

Claimant: Harmesh Bains, Claim 26-14

Agency Claimed Against: City of Yuba City

Regular Meeting

Call to Order

Roll Call

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

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications

Public Communication

1. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council request specific items to be discussed or removed from the Consent Calendar for individual action.

2. Minutes from the March 17th, 2026 Regular City Council Meeting

Recommendation: Approve the minutes from the March 17th, 2026 Regular Meeting of the City Council

3. Purchase of Playground Equipment for Kingwood 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 Kingwood Park to BCI Burke Company in the amount of \$238,557.11 through Sourcewell contract 101625-BUR, 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

4. Yuba City Active Transportation Plan

Recommendation: Adopt a Resolution adopting the Yuba City Active Transportation Plan

5. ADA Ramp and Sidewalk Improvements Project (Award Construction Contract)

Recommendation: Adopt a Resolution which takes the following actions:

A. Awards the construction contract to FBD Vanguard Construction, Inc. of Livermore, CA in the amount of their total bid of \$742,215.00, and authorizes the City Manager to execute the contract on behalf of the City subject to review and approval as to legal term by the City Attorney

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026031216) was adopted, approval of this contract is within the scope of the previously approved Project, and no further environmental review is required under CEQA

C. Awards a Professional Services Agreement to The Solis Group of Pasadena, CA, for Labor Compliance Services in the amount of \$7,500.00, subject to material terms, with the finding that is in the best interest of the City

D. Authorize the Finance Director to make a budget transfer in the amount of \$366,000.00 from 921213 (Residential Road Rehabilitation) to 921220 (ADA Public Facilities Sidewalk Improvements)

6. Electric Vehicle Infrastructure Plan - Award Professional Services Agreement

Recommendation: Adopt a Resolution:

A. Awarding a Professional Services Agreement to Accenture Infrastructure and Capital Projects, LLC of Sacramento, CA for the Electric Vehicle Infrastructure Plan in the amount of \$280,528

B. Authorizing the City Manager to execute the contract on behalf of the City, subject to material terms, subject to 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

7. Utilities Department Recruitment Requests – WTP Operator II-III and Operator II-III Limited Term Position

Recommendation: A. Adopt a Resolution approving one (1) limited term Water Treatment Plant Operator II-III (LT) position in the Utilities Department for a period not to exceed three (3) years

B. Authorize the Human Resources Director to conduct open recruitments for a full-time permanent Water Treatment Plant Operator II-III-IV to fill a vacancy and a new Limited Term Position Water Treatment Plant Operator II-III for succession planning in the Utilities Department

C. Authorize a supplemental appropriation and related transfers in the amount of \$40,000 from unallocated water funds to Account No. 7120 (Water Treatment Plant Operating Budget) for the remainder of Fiscal Year 25/26 salary and benefits for the Water Treatment Plant Operator III limited term position

8. AB 481 Annual Military Equipment Report

Recommendation: Adopt a Resolution accepting the 2025 Annual Report and continue to authorize the YCPD to use existing equipment that falls under the military equipment use policy (YCPD Policy 707) which complies with the requirements of AB 481

9. Approve Title Change and Salary Adjustments for Fleet Maintenance Positions

Recommendation: Adopt a Resolution taking the following actions effective April 18, 2026:

- A. Approve a title change for Fleet Maintenance Supervisor to Fleet Supervisor
- B. Adjust the salary range for Fleet Maintenance Mechanic I to \$5,143-\$6,250/monthly
- C. Adjust the salary range for Fleet Maintenance Mechanic II to \$5,656-\$6,875/monthly
- D. Adjust the salary range for Senior Fleet Maintenance Mechanic to \$6,222-\$7,563/monthly
- E. Adjust the salary range for Fleet Supervisor to \$7,941-\$9,653/monthly

10. Approve Salary Adjustment for Business Development Manager

Recommendation: Adopt a Resolution adjusting the salary range for Business Development Manager to \$10,335 to \$12,563 monthly effective April 7, 2026

11. Approve Salary Adjustments for Customer Service Representatives

Recommendation: Adopt a Resolution taking the following actions effective April 18, 2026:

- A. Adjust the salary range for Customer Service Representative I to \$3,754-\$4,564/monthly;
- B. Adjust the salary range for Customer Service Representative II to \$4,130-\$5,020/monthly; and
- C. Adjust the salary range for Senior Customer Service Representative to \$4,543-\$5,522/monthly

12. Approve Side Letter Agreements for Holiday In Lieu Pay

Recommendation: Adopt a Resolution:

- A. Approving a side letter agreement with the Yuba City Police Officers' Association to incorporate Holiday In Lieu Pay language into the Memorandum of Understanding
- B. Approving a side letter agreement with Yuba City Firefighters' Local 3793 to incorporate Holiday In Lieu Pay language into the Memorandum of Understanding

Business Items

13. Downtown Yuba City Business Improvement District - Levy of 2026 Annual Assessment

- Recommendation:
- A. Conduct a Public Hearing, and after consideration,
 - B. Adopt a Resolution confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2026

Future Agenda Items

14. 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

15. City Manager's Report

16. City Council Reports

Adjournment

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

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

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: Minutes from the March 17th, 2026 Regular City Council Meeting
Recommendation: Approve the minutes from the March 17th, 2026 Regular Meeting of the City Council
Fiscal Impact: None

Attachments:

1. 03-17-2026 Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

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

MARCH 17, 2026

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

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

Closed Session

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Boomgaarden at 5:30 PM

Roll Call:

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

Absent: None

Closed Session

- A. Liability Claim
Claimant: Shelia G Delacruz, Claim 26-10
Agency Claimed Against: City of Yuba City
- B. Liability Claim
Claimant: Adelina Ramirez, Claim 26-11
Agency Claimed Against: City of Yuba City
- C. Liability Claim
Claimant: Marcos Pete Quintero, Claim 26-12
Agency Claimed Against: City of Yuba City

No public comment received

Regular Meeting

Call to Order

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

Roll Call:

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

Absent: None

Invocation/Inspiration

Pastor Jake Taylor, Lead Pastor - The Father House (Yuba City's newest Church)

Pledge of Allegiance to the Flag

Alex Bumpus led the pledge

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney:

Item A – Delacruz (Claim 26-10): Authorized Notice of Rejection – No Merit

Item B – Ramirez (Claim 26-11): Authorized Notice of Rejection – Non-Jurisdiction

Item C – Quintero (Claim 26-12): Authorized Notice of Rejection – Untimely Motion

Agenda Modifications

The order of items 10 & 11 were swapped – Item 11 was heard first.

Presentations

1. Proclamation for Bi-County Ambulance - 50 Year Anniversary

The Mayor presented a proclamation to Alex Bumpus and the Bi-County Ambulance family

2. Presentation from Sutter-Yuba Mosquito & Vector Control District

Stephen Abshier, Manager – Mosquito & Vector Control District, gave a presentation

Public Communication

3. Appearance of Interested Citizens

No public comment

Consent Calendar

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

4. Minutes from the March 3rd, 2026 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

Approve the minutes for the March 3, 2026 Regular Meeting of the Successor Agency to the Redevelopment Agency and City Council

5. 2025 HCD Annual Progress Report

A. Receive the 2025 Housing Element Annual Progress Report; and

B. Direct staff to file the report for calendar year 2025 with the State Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI)

6. Prop 1 IRWM Trash Capture Projects — West Yost Professional Services Agreement Amendment

Adopt **Resolution 26-029** awarding Amendment No. 2 to the Professional Services Agreement with West Yost and Associates, Inc. to complete final design

7. Road Development Impact Fee Ordinance

- A. Read the title for second reading, waive further reading of, and Adopt **Ordinance 001-26** of the City Council of the City of Yuba City, adding Chapter 12 (Roadway Facilities Development Impact Fees) to Title 8 of the City of Yuba City Municipal Code to establish roadway development impact fees for new development
- B. Adopt **Resolution 26-030** and concurrently make findings supporting the establishment of Roadway Development Impact Fees through Ordinance in Recommendation A and the addition of Chapter 12 (Roadway Facilities Development Impact Fees) to Title 8 of the City Municipal Code; and Adopting a Capital Improvement Program and Development Impact Fee Study; and Adopting related CEQA findings; and Adopting a Fee Schedule for Roadway Development Impact Fees

8. Wastewater Treatment Facility Polymer Activation System Replacements

Adopt **Resolution 26-031** awarding the purchase of two (2) Polyblend Activation Systems to G3 Engineering, Inc., of Granite Bay, CA in the amount of \$108,406.80, with the finding that it is in the best interest of the City and the price is fair and reasonable, and subject to approval as to legal form by the City Attorney

The motion was passed unanimously

Business Items

9. Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2026

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

- A. Adopt **Resolution 26-032** Accepting and Approving the 2025-2026 Annual Report of the Downtown Yuba City Business Improvement District
- B. Adopt **Resolution 26-033** of Intention to Levy and Collect 2026 Annual Assessments and set a Public Hearing for April 7, 2026

The motion was passed unanimously

[Item 10 heard after Item 11]

11. ZC 26-01 Mobile, Open Air, and Sidewalk Vending Ordinance Update

Mayor Boomgaarden opened a Public Hearing

- Tony Cancilla spoke
- Tom Tucker spoke
- Sandee Drown spoke

Mayor Boomgaarden closed the Public Hearing

Vice-Mayor Pasquale moved and Councilmember Shaw seconded the motion to continue this item to a future meeting:

Introduce by title only and waive the first reading of an Ordinance of the City Council of the City of Yuba City amending Article 53 of Chapter 5 of Title 8 of the Municipal Code regarding mobile, open air, and sidewalk vending operations, including a finding that Zoning Code Amendment ZC 26-01 is not subject to environmental review pursuant to CEQA Guidelines Section 15061(b)(3)

The motion to continue was passed unanimously.

[Item 11 heard prior to Item 10]

10. Community Sponsorship Request – Playzeum

Councilmember Kirchner moved and Councilmember Shaw seconded the motion to:

Consider the sponsorship request from Playzeum, and if approved: Adopt **Resolution 26-034** approving the sponsorship request from Playzeum in the amount of \$2,000

The motion was passed unanimously

12. Adoption of the Utilities Rate Studies and Initiation of Proposition 218 Process

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

Adopt **Resolution 26-035**:

- A. Accepting the results of and adopting the 2026 Water and Wastewater Rate Studies
- B. Initiating a Proposition 218 process and approving the form of the Notice for Proposition 218 Protest Hearing
- C. Setting the Protest Hearing for May 19, 2026 at 6:00 pm at the Council Chambers

The motion was passed unanimously

Future Agenda Items

13. Future Agenda Items

No suggestions were made

Reports and Communications

14. City Manager's Report

15. City Council Reports

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

Adjournment

Mayor Boomgaarden adjourned the Regular Meeting of the City Council at 8:08 PM

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
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 Kingwood 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 Kingwood Park to BCI Burke Company in the amount of \$238,557.11 through Sourcewell contract 101625-BUR, 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: \$238,557.11
 \$238,557.11 - Account No. 961222 (Annual Playground Replacement - CDBG)

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 inspects and evaluates 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 Kingwood Park has been identified for replacement based on these areas of evaluation. The lifespan of play equipment is typically 15-20 years. The Kingwood Park playground is currently 23 years old.

Analysis:

Staff inspected and evaluated the playground equipment at Kingwood 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.

Staff received three quotes and accompanying renderings. Burke's proposal offered the most visually appealing design and the lowest cost among the submissions. Staff anticipates approximately \$30,000 in cost savings by utilizing Parks staff to perform the demolition and off-haul of existing equipment, as well as the removal of wood fiber. Equipment lead time is estimated at approximately five to six weeks. As delivery approaches, Parks staff will close the park to prepare for installation. The installation phase is expected to take approximately two to three weeks. The final step will be to conduct a safety inspection of the park, after which it will be reopened to the public.

Fiscal Impact:

BCI Burke Company's Sourcewell Contract is \$238,557.11 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 \$240,000 for this project funded through the Community Development Block Grant (CDBG). Due to the delay in CDBG funding, the price has increased and left us with no contingency. If there are additional costs, we anticipate them to be minimal and can be absorbed in the Parks budget.

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 BCI Burke Company 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 Kingwood Park to BCI Burke Company in the amount of \$238,557.11 through Sourcewell contract 101625-BUR, 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. Resolution - Kingwood Park
2. Exhibit A - Standard Agreement
3. Exhibit B - Equipment Renderings

Prepared By:

Maddy Laffond
Community Services Administrative Assistant

Submitted By:

Robert Bendorf
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 KINGWOOD PARK PLAYGROUND REPLACEMENT TO BCI BURKE COMPANY IN THE AMOUNT OF \$238,557.11 THROUGH SOURCEWELL CONTRACT NO. 101625-BUR, 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-BUR for the procurement of the Kingwood Park Playground Replacement Project construction contract at a competitively bid, negotiated price; and,

WHEREAS, Sourcewell Cooperative awarded Contract No. 101625-BUR to BCI Burke Company of Fond du Lac, Wisconsin following a nationwide competitive Request for Quotation process; and,

WHEREAS, the City desires to award the bid to BCI Burke Company of Fond du Lac, Wisconsin through the Sourcewell Cooperative Contract No. 101625-BUR negotiated price of \$238,557.11.

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 BCI Burke Company, Inc of Fond du Lac, Wisconsin by piggybacking on the Sourcewell Cooperative Contract No. 101625-BUR negotiated price of \$238,557.11, 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 7th day of April 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, 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 08 day of April 2026 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 **BCI Burke Company**, 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 of new playground equipment for Kingwood Park per Quote #00002867. 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 \$238,557.11 without written authorization by the City.

For additional information regarding the Scope of Work, see the Contractor’s quote (Quote #00002867) 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**

BCI BURKE COMPANY

Robert Bendorf
City Manager

By: _____

Title: _____

Print: _____

License No.: _____

Address: _____

- Attachments: Exhibit A – Terms and Conditions
Exhibit B – Federal Labor Standards Provisions
Exhibit C – BCI Burke Company Quote #00002867
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

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 2000009023.
13. 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.
14. 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.

EXHIBIT B FEDERAL LABOR STANDARDS PROVISIONS

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

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

Previous editions obsolete

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Form HUD-4010, (10/2023)
ref. Handbook 1344.1

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**



QUOTE

BCI BURKE COMPANY
PO BOX 549
FOND DU LAC, WI 54936-0549

Quote Number 00002867
Created Date 3/19/2026
Expiration Date 4/18/2026
Quote Name Kingwood Park
Estimated Burke Equipment Lead Time 5-6 Weeks

Project Information

PROJECT MANAGER
Vera Pakshina
vpakshina@bciburke.com
916-955-5744

PROJECT LOCATION
Kingwood Park
Maddy Laffond
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United States
mlaffond@yubacity.net
530-822-7565

Sourcewell Contract #101625-BUR Member ID #84769

Billing & Shipping Information

BILL TO
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United States
mlaffond@yubacity.net
530-822-7565

SHIP TO
Kingwood Park
1220 Gray Avenue
Yuba City, California 95991
United States

Burke Product Code	Line Item Description	Quantity	Total Price
977-197381-2	Custom Burke Structures for Ages 2-5 Years and 5-12 Years and Freestanding Items	1.00	\$174,545.00
Sourcewell Discount	Sourcewell Discount	1.00	-\$26,181.75
Discount	Burke Courtesy Discount	1.00	-\$8,727.25
Install	Installation of Burke Equipment	1.00	\$74,512.50
Misc.	Inspection, Impact Test, Report, and Travel **Open Market**	1.00	\$4,000.00

bciburke.com | 920.375.8074

City of Yuba City
1201 Civic Center Blvd. • Yuba City, CA 95993



QUOTE

BCI BURKE COMPANY
PO BOX 549
FOND DU LAC, WI 54936-0549

Quote Number 00002867
Created Date 3/19/2026
Expiration Date 4/18/2026
Quote Name Kingwood Park
Estimated Burke
Equipment Lead
Time 5-6 Weeks

Total Price \$218,148.50
Burke Equipment \$10,285.00
Freight
Tax \$10,123.61
Tax Rate Subject to Change
Grand Total \$238,557.11

Payment Terms

1st Deposit Amount \$160,044.61
1st Deposit Due Date Due 30 days after Burke equipment ship date
2nd Deposit Amount \$78,512.50
2nd Deposit Due Date Due 30 days after completion of project

To place an order, please review the Terms of Sale below and sign and return this quote.
If applicable, include a copy of your tax exempt certificate to avoid state/local sales taxes.
Payment by credit card may be accepted; a 4.5% fee will be added per transaction.

Terms of Sale

Acceptance by either a signature or a purchase order based on this quotation indicates that you are in full agreement with all terms and conditions of this quotation including the following:

If a mutually agreed upon contract has been signed, those terms and conditions will supersede these terms and conditions.

Prices are stated in USD and are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order.

Quoted lead times are based on normal production levels. Actual lead times may vary due to quantities ordered, seasonality and higher than normal production levels. Customer will receive an order acknowledgement which will state the anticipated ship date.

Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. Custom colors, where available, would be an additional charge.

If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

bciburke.com | 920.375.8074



QUOTE

BCI BURKE COMPANY
PO BOX 549
FOND DU LAC, WI 54936-0549

Quote Number	00002867
Created Date	3/19/2026
Expiration Date	4/18/2026
Quote Name	Kingwood Park
Estimated Burke Equipment Lead Time	5-6 Weeks

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Freight terms are FOB Fond du Lac, WI and charges are predicated on all items being ordered and shipped at the same time. Therefore, once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted in quotation.

Installation Terms:

A. Burke Responsibilities (Applicable if Burke quoted)

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Installation of Equipment and Materials
- Trash Clean Up (Not including cost for Dumpsters and Off-Site Trash Disposal unless noted)
- All Burke Structure shipments include a FREE Maintenance Kit (Includes Installation Booklet, Graffiti Remover, Tools and Touch Up Paint).

B. Optional Responsibilities (Must be clearly outlined in the applicable Burke quotation/contract):

- Removal of Existing Equipment.
- Underground Utility Check.
- Accept Delivery and Unload Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.).
- Provision of Temporary Fencing.

*All other responsibilities must be clearly outlined in the applicable quotation/contract.

Customer Responsibilities (Applicable if BCI Burke is NOT quoting installation):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Underground Utility Check.
- Accept Delivery and Unload Equipment.
- Provide Area for Storage and Staging.
- Provide Temporary Fencing.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Building Permits

bciburke.com | 920.375.8074



QUOTE

BCI BURKE COMPANY
PO BOX 549
FOND DU LAC, WI 54936-0549

Quote Number 00002867
Created Date 3/19/2026
Expiration Date 4/18/2026
Quote Name Kingwood Park
Estimated Burke Equipment Lead Time 5-6 Weeks

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on final invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed in conjunction with safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance

ACCEPTED & APPROVED

The undersigned hereby agrees to the charges listed in this quotation and to the attached terms and conditions. An order will be placed in accordance to this quotation unless otherwise noted.

Signed:

Print Full Name & Title

Dated:

Ernesto Hernandez Parbo & Grande Superintend
3/19/26

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 C.
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:						

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 _____, 2026, with the City of Yuba City, CA ("Owner") to do the following work, to wit: City of Yuba City **Kingwood Park Playground Replacement**, Contract No. **101625-BUR**.

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.

BCI BURKE COMPANY

By: _____

Title: _____

Print: _____

Date: _____

**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

BCI BURKE COMPANY

By: _____

Title: _____

Print: _____

Date: _____

**EXHIBIT J
FEDERAL PREVAILING WAGE RATES**

"General Decision Number: CA20260007 01/23/2026

Superseded General Decision Number: CA20250007

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

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026
2	01/16/2026
3	01/23/2026

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 05/01/2025

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, 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.....	\$ 35.31	12.75
AREA 2.....	\$ 44.73	12.75

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.....	\$ 49.62	41.27
(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 nozzle 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, Tehema, 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/Scrapper		
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

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 06/01/2025

NAPA AND SOLANO COUNTIES

Rates Fringes

CABLE SPLICER.....	\$ 69.26	3%+29.28
ELECTRICIAN.....	\$ 61.56	3%+29.28

 ELEC0180-003 12/01/2025

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications

Installer.....	\$ 53.08	30.84
Technician.....	\$ 61.04	31.08

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 08/01/2025

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.....	\$ 52.70	38.68
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

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
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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
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ELEC0551-005 12/01/2025

MARIN & SONOMA COUNTIES

Rates Fringes

Sound & Communications		
Installer.....	\$ 53.08	30.84
Technician.....	\$ 61.04	31.08

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.

(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

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.

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.

ELEC0659-006 01/01/2026

MODOC and SISKIYOU COUNTIES

Rates Fringes

ELECTRICIAN.....	\$ 47.04	21.84
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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

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

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: 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: 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: 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 06/30/2025

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 55.85	28.56
AREA 2.....	\$ 57.85	28.56
GROUP 2		
AREA 1.....	\$ 52.25	28.56
AREA 2.....	\$ 54.25	28.56
GROUP 3		
AREA 1.....	\$ 47.64	28.56
AREA 2.....	\$ 49.64	28.56

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: Landscape 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: 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 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

(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

 ENGI0003-038 06/30/2025

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

OPERATOR: Power Equipment
 (Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 68.81	32.53
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 67.04	32.53
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 65.56	32.53
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 63.54	32.53
GROUP 5		
Cranes.....	\$ 62.24	32.53

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 66.96	32.53
GROUP 2.....	\$ 65.43	32.53
GROUP 3.....	\$ 63.95	32.53
GROUP 4.....	\$ 62.57	32.53
GROUP 5.....	\$ 61.30	32.53
GROUP 6.....	\$ 59.98	32.53
GROUP 7.....	\$ 58.84	32.53
GROUP 8.....	\$ 57.70	32.53
GROUP 8-A.....	\$ 55.49	32.53

OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 68.59	32.53
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 66.08	32.53
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 64.34	32.53
Hydraulic.....	\$ 60.61	32.53
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 61.30	32.53

OPERATOR: Power Equipment
 (Tunnel and Underground Work - AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 63.06	32.53
GROUP 1-A.....	\$ 65.53	32.53
GROUP 2.....	\$ 61.80	32.53
GROUP 3.....	\$ 60.47	32.53
GROUP 4.....	\$ 59.33	32.53
GROUP 5.....	\$ 58.19	32.53

UNDERGROUND:

GROUP 1.....	\$ 62.96	32.53
GROUP 1-A.....	\$ 65.43	32.53
GROUP 2.....	\$ 61.70	32.53
GROUP 3.....	\$ 60.37	32.53
GROUP 4.....	\$ 59.23	32.53
GROUP 5.....	\$ 58.09	32.53

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; Cary 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 fire tender; 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, SANCREMENTO, 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; Gunite and shotcrete nozzlelemen

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

LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, 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 bucket; 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: 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)

 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
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
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; Gunitelaborer 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; Gunitite & 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
LABORER		
Mason Tender-Brick.....	\$ 37.54	25.55

LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
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 (GUNITITE - 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 bucket; 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

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: Guniting 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; Guniting and shotcrete nozzle men

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; Guniting & 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 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: Guniting 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)

 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

GLAZIER.....\$ 56.22 34.00

* PAIN0567-001 07/01/2025

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.....\$ 39.43 16.16
 Paperhanger.....\$ 42.19 16.16
 Spray Painter.....\$ 41.43 16.16

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

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)

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
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 07/01/2025

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 resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....\$ 69.70 46.38
 (2) All other work - NEW CONSTRUCTION RATE.....\$ 91.00 49.40

PLUM0038-006 07/01/2025

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 77.35	36.53

PLUM0228-001 01/01/2026

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.75	41.39

PLUM0343-001 07/01/2025

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 71.60	38.38

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 07/01/2025

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.....	\$ 36.01	18.50

PLUM0442-003 01/01/2026

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 58.45	38.74

PLUM0447-001 07/01/2025

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.....	\$ 67.37	30.00
Light Commercial Work.....	\$ 55.58	24.02

ROOF0081-006 08/01/2024
 MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 54.94	23.34

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 01/01/2026
 MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 81.54	41.35

SFCA0669-003 01/01/2026
 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.....	\$ 52.06	29.86

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
 AIPINE 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 07/01/2025
 Rates Fringes

Truck drivers:
 GROUP 1.....\$ 43.26 34.28
 GROUP 2.....\$ 43.56 34.28
 GROUP 3.....\$ 43.86 34.28
 GROUP 4.....\$ 44.21 34.28
 GROUP 5.....\$ 44.56 34.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumper 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.

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the

contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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).

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.

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

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:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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:

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=====

END OF GENERAL DECISION"

EXHIBIT B



3D Designer: Sam



3D Designer: Sam

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Yuba City Active Transportation Plan
Recommendation: Adopt a Resolution adopting the Yuba City Active Transportation Plan
Fiscal Impact: None with this action. The recommended action positions the City for future transportation grant funding

Purpose:

To improve the City's active transportation network through the creation of a comprehensive master plan for future active transportation projects.

Council's Strategic Goal:

This plan addresses the City Council's Strategic Goal of improving infrastructure, as the Plan will ultimately provide guidance for the expansion of the City's active transportation network.

Background:

In March 2023, the Public Works Department submitted a grant application under the Caltrans Sustainable Transportation Planning Sustainable Communities Grant Program for the purpose of preparing an Active Transportation Plan (ATP). The goal of the ATP is to improve safety, connectivity, and accessibility for people walking, bicycling, and using other active modes by identifying infrastructure improvements, programs, and policies that support a more active and sustainable transportation network.

In January 2024, the City was awarded \$298,788 in grant funding, with a required local match contribution of \$38,712 (11.47 percent), for a total project cost of \$337,500.

In February 2025, the City subsequently issued a request for proposals and, through a competitive process, selected Fehr and Peers, a Sacramento-area-based transportation consulting firm Yuba City has worked extensively with in the past, to prepare the ATP. Council awarded Fehr and Peers the contract and work on the ATP commenced in May 2025.

Analysis:

Over the past year, City staff have coordinated with Fehr and Peers to collect data and develop the ATP. During this time, significant public outreach has been conducted to solicit feedback from the community, including the use of an interactive map to identify needs and priorities for walking, bicycling, and other active transportation modes. Public comments have been incorporated into the development of the final ATP which is available for review at City Hall or via the following web address: https://www.yubacity.net/departments/public_works/engineering/technical_documents.

The plan identifies priority projects throughout the City to improve safety, connectivity, and accessibility for active transportation users. These projects include infrastructure improvements, program initiatives, and policy recommendations designed to support safe and convenient travel for people of all ages and abilities.

The final ATP provides specific policies, projects, and performance metrics, allowing the City to qualify for and pursue federal and state transportation grants to implement these improvements.

Fiscal Impact:

There are no direct fiscal impacts associated with adopting the ATP. Adopting the plan will assure the City is positioned to receive future grant funding.

Environmental:

Adoption of the ATP is not a project under CEQA pursuant to CEQA Guidelines §15378, as it is a policy and planning document that does not commit the City to any specific physical changes. In addition, the ATP is exempt under CEQA Guidelines §15262 as a planning study evaluating potential future actions, none of which are approved or funded through adoption of the plan. Any future projects identified in the ATP will be subject to separate CEQA review as appropriate.

Alternatives:

Do not adopt the ATP, which potentially would forfeit grant reimbursement, and provide direction to staff.

Recommendation:

Adopt a Resolution adopting the Yuba City Active Transportation Plan.

Attachments:

1. Attachment 1 - Resolution

Prepared By:
Jasmine Solano
Assistant Engineer

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING THE ACTIVE TRANSPORTATION PLAN**

WHEREAS, an Active Transportation Plan (ATP) provides a framework for improving safety, accessibility, and connectivity for people walking, bicycling, and using other active modes, by identifying infrastructure, programs, and policies that support a more active, equitable, and sustainable transportation system; and

WHEREAS, Yuba City has prepared the ATP through a comprehensive planning process that included community engagement, stakeholder coordination, and technical analysis to identify opportunities to improve walking, bicycling, and other active transportation options; and

WHEREAS, adopting the ATP will allow the City to be eligible for upcoming federally funded and state funded, transportation grants.

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

1. The City Council finds that all the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council hereby approves and adopts the Active Transportation Plan dated April 2026.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of April 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: ADA Ramp and Sidewalk Improvements Project (Award Construction Contract)

Recommendation: Adopt a Resolution which takes the following actions:

A. Awards the construction contract to FBD Vanguard Construction, Inc. of Livermore, CA in the amount of their total bid of \$742,215.00, and authorizes the City Manager to execute the contract on behalf of the City subject to review and approval as to legal term by the City Attorney

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026031216) was adopted, approval of this contract is within the scope of the previously approved Project, and no further environmental review is required under CEQA

C. Awards a Professional Services Agreement to The Solis Group of Pasadena, CA, for Labor Compliance Services in the amount of \$7,500.00, subject to material terms, with the finding that is in the best interest of the City

D. Authorize the Finance Director to make a budget transfer in the amount of \$366,000.00 from 921213 (Residential Road Rehabilitation) to 921220 (ADA Public Facilities Sidewalk Improvements)

Fiscal Impact: \$ 843,938.00 - Account No. 1220 (ADA Ramp and Sidewalk Improvement)
 \$742,216.00 - Contract Award Amount
 \$74,222.00 - Construction Contingency (10%)
 \$7,500.00 - Labor Compliance
 \$20,000.00 - Construction Management/Inspection Contingency (3%)

Purpose:

To promote full participation, self-sufficiency, equal opportunity, access, and safety by constructing Americans with Disabilities Act (ADA)-compliant improvements in accordance with the City's ADA Self Evaluation & Transition Plan for the Public Right-of-Way.

Council's Strategic Goal:

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

Background:

On July 17, 2012, the City adopted the ADA Self-Evaluation & Transition Plan for the Public Right of Way (Transition Plan). This Transition Plan identifies physical obstacles in Yuba City's public right-of-way that limit accessibility of activities for individuals with disabilities. In addition, the Transition Plan describes methods to achieve ADA compliance and identifies priorities for implementation.

Additionally, the City has a major residential road resurfacing project and a pedestrian safety crosswalk upgrade project planned for late summer, both of which require adjacent curb ramps to be brought up to current ADA standards.

Using the priorities noted in the Transition Plan, as well as the locations of the planned projects, the ADA Ramp and Sidewalk Improvements Project scope of work includes the upgrade of 83 pedestrian access ramps and 437 square feet of sidewalk at locations shown on Attachment 4. This is also a part of the general repairs necessary to the upkeep of the City's sidewalk, curbs, and gutters and addresses City Council's Strategic Goal of improving the City's infrastructure.

On April 15, 2025, Council approved the plans and specifications for the ADA Ramp and Sidewalk Improvements Project and authorized the Public Works Department to advertise for bids.

Analysis:

The ADA Ramp and Sidewalk Improvements Project was advertised for bids beginning March 6, 2026. Plans and specifications were published on Public Purchase and provided to local builder/contractor exchanges. On March 23, 2026, ten (10) bids were received and opened by the City Clerk. The bid opening list and Engineer's Estimate are shown below.

Company	Bid Amount
1. FBD Vanguard Construction, Inc	\$742,216.00
2. Hyatt Contracting	\$794,285.00
3. Zara Construction Inc.	\$815,295.00
4. North Star Construction and Engineering, Inc	\$868,750.00
5. Central Valley & Asphalt, Inc	\$932,469.00
6. All - American Construction, Inc	\$1,050,136.00
7. B&M Civil LLC dba B&M Builders	\$1,077,313.00
8. Santos Excavating	\$1,221,659.00
9. JPB Designs Inc.	\$1,254,946.00
10. A.B.S. Builders, Inc	\$1,381,830.00

	0
Engineer's Estimate	\$896,000.00

FBD Vanguard Construction, Inc. is the low, responsible, and responsive bidder. Contract administration, construction management, and quality assurance inspection will be performed by Public Works Department staff. Staff recommends contracting with the City's approved labor compliance consultant, The Solis Group, for labor compliance services in order to comply with CDBG funding terms. Project construction is expected to begin in June 2026 and continue through September.

Fiscal Impact:

The estimated total construction cost for the project is approximately \$843,938.00, which consists of the following components:

\$742,216.00
 \$74,222.00
 \$7,500.00
 \$20,000.00
 \$843,938.00

Capital Improvement Program (CIP) Account No. 1220 (ADA Ramp and Sidewalk Improvement) currently has an available balance of approximately \$478,000.00 consisting primarily of CDBG funds.

Staff recommends authorizing the Finance Director to make a budget transfer in the amount of \$366,000.00 from CIP Account No. 921213, Residential Road Rehabilitation to CIP Account No. 921220, ADA Public Facilities Sidewalk Improvements.

Environmental:

An environmental assessment has been conducted for this project in compliance with California Environmental Quality Act (CEQA). Based on the environmental assessment, the project has been determined to be Categorically Exempt (Class 1 §15301(c)) from CEQA and a Notice of Exemption (SCH 2026031216) was filed on February 10, 2026 This action is within the scope of the previously approved Project for which a Categorical Exemption was adopted, and no further CEQA review is required.

Alternatives:

A. Reject the bids and project.

Recommendation:

Adopt a Resolution which takes the following actions:

A. Awards the construction contract to FBD Vanguard Construction, Inc. of Livermore, CA in the amount of their total bid of \$742,215.00, and authorizes the City Manager to execute the contract on behalf of the City subject to review and approval as to legal term by the City Attorney.

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1,SCH

2026031216) was adopted, approval of this contract is within the scope of the previously approved Project, and no further environmental review is required under CEQA .

C. Awards a Professional Services Agreement to The Solis Group of Pasadena, CA, for Labor Compliance Services in the amount of \$7,500.00, subject to material terms, with the finding that is in the best interest of the City.

D. Authorize the Finance Director to make a budget transfer in the amount of \$366,000.00 from 921213 (Residential Road Rehabilitation) to 921220 (ADA Public Facilities Sidewalk Improvements).

Attachments:

1. Attachment 1 - Resolution
2. Resolution - Exhibit A - Draft Contract - FBD Vanguard Construction, Inc
3. Resolution - Exhibit B - Draft Professional Services Agreement - The Solis Group
4. Project Location Map

Prepared By:
Jasmine Solano
Assistant Engineer

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A CONSTRUCTION CONTRACT TO FBD VANGUARD
CONSTRUCTION, INC. IN THE AMOUNT OF THEIR TOTAL BID OF
\$742,216.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CONTRACT ON BEHALF OF THE CITY, AWARD A PROFESSIONAL
SERVICE AGREEMENT TO THE SOLIS GROUP IN THE AMOUNT OF
\$7,500.00 FOR LABOR COMPLIANCE SERVICES FOR THE ADA
RAMP AND SIDEWALK IMPROVEMENTS PROJECT**

WHEREAS, the City of Yuba City (City) advertised for bids for the City's ADA Ramp and Sidewalk Improvements Project; and

WHEREAS, in response to the advertisement, the City received ten (10) bids for the ADA Ramp and Sidewalk Improvements Project in the following bid amounts:

<u>Company</u>	<u>Total Base Bid</u>
1. FBD Vanguard Construction, Inc.	\$742,216.00
2. Hyatt Contracting, Inc.	\$794,285.00
3. Zara Construction Inc.	\$815,295.00
4. North Star Construction and Engineering, Inc	\$868,750.00
5. Central Valley Engineering and Asphalt, Inc.	\$932,469.00
6. All – American Construction, Inc	\$1,050,136.00
7. B&M Civil LLC dba B&M Builders	\$1,077,313.00
8. Santos Excavating	\$1,221,659.00
9. JPB Design Inc.	\$1,254,946.00
10.A.B.S Builders, Inc	\$1,381,830.00; and

WHEREAS, the City Public Works Department has reviewed the ten bids, and examined FBD Vanguard Construction, Inc. and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and,

WHEREAS, the City desires to award the bid to FBD Vanguard Construction, Inc. of Livermore, CA and enter into an agreement with FBD Vanguard Construction, Inc. to construct the ADA Ramp and Sidewalk Improvements Project including the bid alternative.

WHEREAS, the City desires to award a contract for labor compliance services to The Solis Group of Pasadena, CA in the amount of \$7,500.00 to ensure compliance with the funding requirements.

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 four bids received as noted above, finds that FBD Vanguard Construction, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to FBD Vanguard Construction, Inc. in the total base bid plus bid alternative amount of \$742,216.00 for the ADA Ramp and Sidewalk Improvements Project. Said contract agreement shall substantially comply with the terms and conditions presented in the

draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.

2. The City Council finds that CEQA was previously assessed for the project, a categorical exemption (Class 1, SCH 2026031216) was adopted, approval of this contract is within the scope of the previously approved project, and no further environmental review is required under CEQA.

3. The City Council awards a profession services agreement for labor compliance services to The Solis Group of Pasadena, CA in the amount of \$7,500.00, with a finding that it is in the best interest of the City.

4. The City Council authorizes the Finance Director to make a budget transfer I the amount of \$366,000.00 from 921213 (Residential Road Rehabilitation) to 921220 (ADA Public Facilities Sidewalk Improvements).

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of April 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

- A. (Draft) Agreement for the Construction of ADA Ramp & Sidewalk Improvements
- B. (Draft) Professional Services Agreement for The Solis Group

EXHIBIT A

**CONTRACT AGREEMENT
CONTRACT**

FOR THE CONSTRUCTION OF

**ADA RAMP & SIDEWALK IMPROVEMENTS
CONTRACT NO:1220-CON-26**

THIS AGREEMENT, made and concluded this ____ day of _____, 2026, between the City of Yuba City, party of the first part, and _____, Contractor, part of the second part.

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City of Yuba City Public Works Department, the work described in the Special Provisions, Standard Specifications of the State of California Department of Transportation dated 2023, the Standard Plans dated 2023, including any addenda thereto and also in conformance with current Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated 03/06/26 and are entitled:

BID BOOK

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
AND CONTRACT**

FOR

**ADA RAMP & SIDEWALK IMPROVEMENTS
CONTRACT NO: 1220-CON-26**

The project plans for the work to be done were approved April 15, 2025 and are entitled:

**PROJECT PLANS FOR
ADA RAMP & SIDEWALK IMPROVEMENTS
CONTRACT NO: 1220-CON-26**

ARTICLE II. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. – The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit.

**CITY OF YUBA CITY
PROPOSAL**

**ADA RAMP & SIDEWALK IMPROVEMENTS
CONTRACT NO. 1220-CON-26**

Approved as to legal form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Robert Bendorf
City Manager

Date

CONTRACTOR

Company Name

Company Address

Phone Number

Signature

Name (Printed)

Title

Date

EXHIBIT B

(DRAFT)
PROFESSIONAL SERVICES AGREEMENT

PROJECT TITLE

This Agreement is made and entered into as of _____, 2026, by and between the City of Yuba City, a municipal corporation (“City”) and The Solis Group (“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 A, which is attached hereto and incorporated herein by reference. In no event shall Consultant’s compensation exceed **Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)** 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 description of any

reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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.

9. 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.

10. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

11. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant 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
Joshua Wolffe
Director of Public Works
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-4626

If to Consultant:
Mike Komsky
Chief Financial Officer
The Solis Group
3452 E. Foothill Blvd, Suite 200
Pasadena, CA 91107
(626) 685-6989

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.

19. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
22. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
23. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____

By: _____

Joshua Wolffe
Director of Public Works

Mike Komsky
Chief Financial Officer, The Solis Group

Attachments: Exhibit A – Scope of Services
 Exhibit B – Insurance Requirements

Exhibit A
Scope of Services

March 10, 2026

Jasmine Solano, Assistant Civil Engineer
City of Yuba City, Public Works Department
1201 Civic Center Blvd.
Yuba City, CA 95993

Re: Proposal for Labor Compliance Services for the
ADA Ramp and Sidewalk Improvements Project

Dear Jasmine,

The Solis Group (TSG) is pleased to submit this cost proposal to provide labor compliance services required for the above referenced project. Our fixed-fee cost proposal based on information provided by the City is summarized below.

Project Description	Construction Value	Estimated Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
ADA Ramp and Sidewalk Improvements	\$ 896,000	6 Months	\$ 1,200	\$ 7,500
TOTAL COST				\$ 7,500

If actual construction (including punch list) and closeout extends beyond the planned duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the City. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,



Gonzalo Armijos
Vice President of Business Development

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.

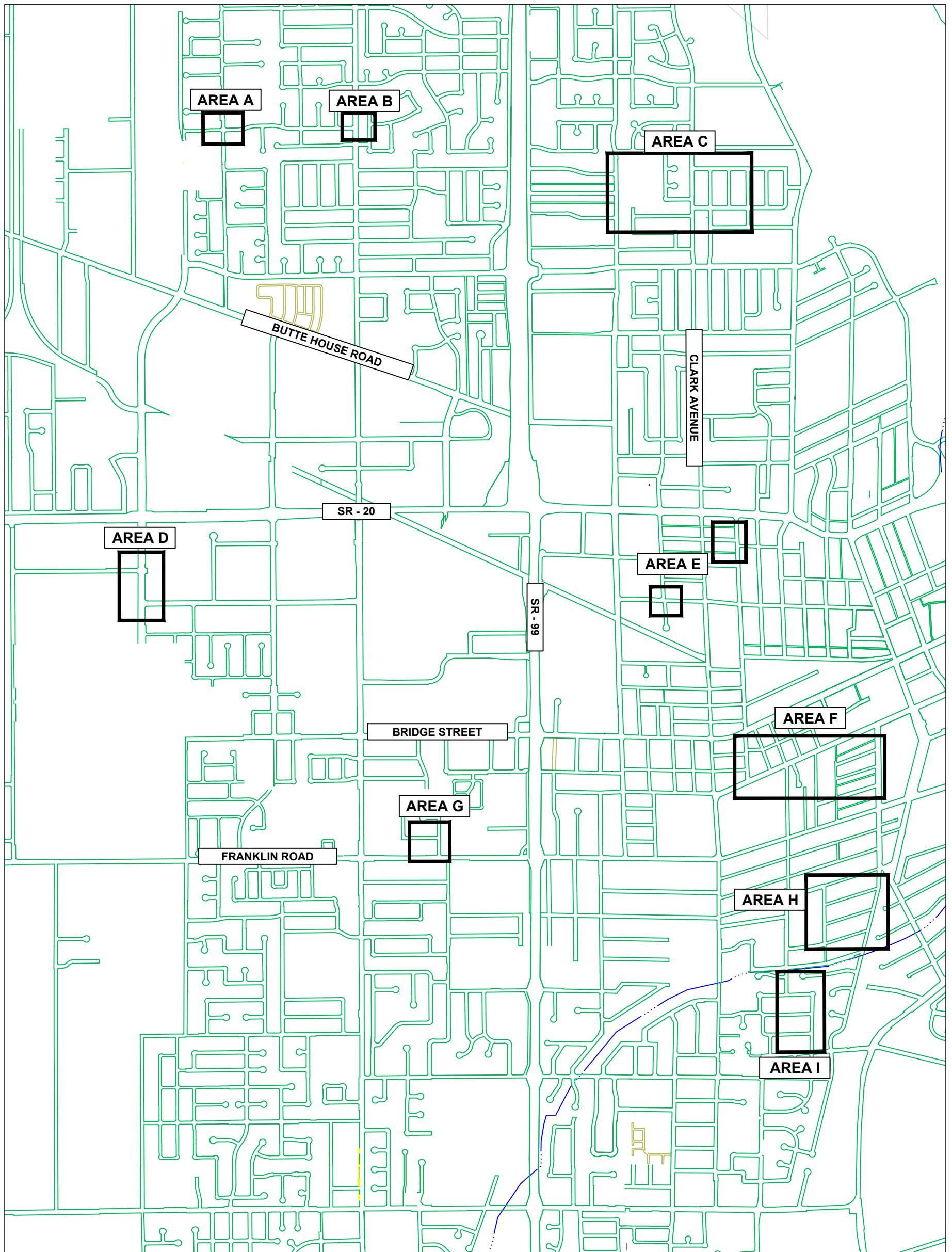
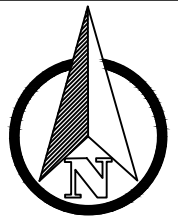
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with 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 shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements**. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance**. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

ADA RAMP AND SIDEWALK IMPROVEMENTS PROJECT LOCATION MAP

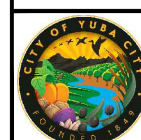


- AREA A - 4 RAMPS
- AREA B - 2 RAMPS
- AREA C - 10 RAMPS
- AREA D - 8 RAMPS
- AREA E - 4 RAMPS
- AREA F - 34 RAMPS
- AREA G - 1 RAMP
- AREA H - 12 RAMPS
- AREA I - 8 RAMPS

PROJECT LOCATION MAP
NTS

CITY OF YUBA CITY

ADA RAMP & SIDEWALK IMPROVEMENTS PROJECT MAP



SUBMITTED BY:	DESIGN BY:	DRAWING NO.
1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-3288	DRAWN BY:	SHEET ____
	CHECKED BY:	OF ____ SHEETS
	DATE OF PLANS:	

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Electric Vehicle Infrastructure Plan - Award Professional Services Agreement

Recommendation: Adopt a Resolution:

A. Awarding a Professional Services Agreement to Accenture Infrastructure and Capital Projects, LLC of Sacramento, CA for the Electric Vehicle Infrastructure Plan in the amount of \$280,528

B. Authorizing the City Manager to execute the contract on behalf of the City, subject to material terms, subject to 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

Fiscal Impact: \$305,000 – Total Plan Cost – Account No. 1357 (EVIP)
 \$280,528 – Contract Award Amount
 \$19,770 – Project Administration/Procurement
 \$4,702 - Design Contingency (2%)

Purpose:

To develop an Electric Vehicle Infrastructure Plan (EVIP) in order to help reduce emissions, boost economic growth, and ensure widespread access to reliable charging—making clean transportation more convenient and equitable for everyone.

Council Strategic Goals:

Preparation of the EVIP addresses City Council's Strategic Goal of improving infrastructure, as the EVIP will ultimately provide guidance for the expansion of the City's electric vehicle infrastructure and vehicle fleet planning.

Background:

In response to California's Executive Order N-79-20, requiring automakers to increase the number of zero-emission light-duty vehicles each year starting in 2026 and until 100% of vehicles sold are zero-emission light-duty vehicles by 2035, the City researched various opportunities to prepare for the impacts related to the Executive Order.

In January 2025, the City applied for a California Department of Transportation (Caltrans) 25-26 Fiscal Year Sustainable Transportation Planning Grant (STPG). On July 1, 2025 Caltrans, Division of Local Assistance, conditionally awarded funding for the City to produce an EVIP.

In August 2025, Council accepted the conditional award of the Caltrans grant, delegated signing authority of grant agreements and any grant amendments to the City Manager, and authorized the Finance Director to make the necessary supplemental appropriations for funding the development of the EVIP.

The amount of funding allocated by the State for development of the EVIP is \$270,016. There is a cost share match of 11.47% amounting to a total cost of \$305,000 for development of the EVIP. The City is also required to complete the EVIP and grant reporting by June 2028.

On November 17, 2025, Caltrans issued a Notice to Proceed allowing the City to start developing a Request for Proposals (RFP) for procuring a qualified consultant to develop the EVIP.

Analysis:

The City issued a Request for Proposals on January 27, 2026, soliciting proposals from qualified consultants interested in developing an EVIP for the City. Six proposals were received and a review of each proposal was completed by a selection committee of Public Works and Development Services Planning staff. The proposals were ranked using the following evaluation criteria:

<u>Grading Criteria</u>	<u>Maximum Points</u>
Understanding and Compliance with RFP	25
Methodology	30
Project Schedule	10
Experience and Qualifications	25
References	10
Total	100

Accenture Infrastructure and Capital Projects, LLC (Accenture) was ranked the top responsive proposer with an average score of 84.0. Their proposal demonstrated a flexible approach to developing the EVIP, aligning implementation with the City’s capacity to meet clean fleet regulations and expand EV charging in Yuba City. The proposal also emphasized prioritizing disadvantaged communities and included a robust, multilingual outreach strategy with multiple opportunities for public and City Council input.

Fiscal Impact:

Upon selection of Accenture as the top-ranked consultant, staff met with the consultant team to negotiate a detailed scope of work and fee estimate for a professional services agreement. Staff recommend awarding an agreement to Accenture.

The total cost of the plan is \$305,000 broken down as follows:

Contract Award Amount	\$280,528
Project Administration/Procurement	\$19,770

Project Contingency	\$4,702
Total	\$305,000

The Finance Director has been authorized to make budget adjustments to accept grant funds to account 305-43495, to create a project and to approve a supplemental appropriation for expenditures for the development of the EVIP. Staff will be requesting quarterly reimbursement from Caltrans for eligible costs related to development of the EVIP.

Alternatives:

1. Modify the terms of Accenture's contract.
2. Do not award the contract to Accenture and direct staff on how to proceed.

Recommendation:

Adopt a Resolution:

A. Awarding a Professional Services Agreement to Accenture Infrastructure and Capital Projects, LLC of Sacramento, CA for the Electric Vehicle Infrastructure Plan in the amount of \$280,528

B. Authorizing the City Manager to execute the contract on behalf of the City, subject to material terms, subject to 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.

Attachments:

1. Resolution - EVIP PSA Award
2. Resolution - Exhibit A

Prepared By:
William Jow
Assistant Engineer

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ACCENTURE
INFRASTRUCTURE AND CAPITAL PROJECTS, LLC IN THE AMOUNT OF \$281,900 FOR
THE ELECTRIC VEHICLE INFRASTRUCTURE PLAN**

WHEREAS, the California Department of Transportation has awarded \$270,016 in Sustainable Transportation Planning Grant funding to the City for development of an Electric Vehicle Infrastructure Plan (Plan); and

WHEREAS, the Public Works Department issued Request for Proposals No. 1357-RFP-26 on January 27, 2026, to find the most qualified consultant to develop the Plan; and

WHEREAS, the City received six (6) proposals on February 26, 2026 from qualified consultants, which were evaluated by Public Works and Development Services staff who recommend Accenture Infrastructure and Capital Projects, LLC of Sacramento, CA as the most qualified consultant for award based on their completeness of proposal, understanding of the proposal, understanding of project and City needs, methodology, scope of services and deliverables, project schedule, experience and qualifications, and references; and

WHEREAS, staff recommends awarding a Professional Services Agreement to the top-ranked consultant, Accenture Infrastructure and Capital Projects, LLC of Sacramento, CA, for the Plan; and

WHEREAS, it has been determined by the City Council that such provisions are in the public interest.

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

1. The City Council of the City of Yuba City finds that Accenture Infrastructure and Capital Projects, LLC of Sacramento, CA is the most qualified consultant for award based on its demonstrated competence, professional qualifications, availability, etc. This finding is based on the completeness of the proposal, understanding of project and City needs, methodology, scope of services and deliverables, project schedule, experience and qualifications, and references. The City Council approves the "Professional Services Agreement" attached as Exhibit "A" with Accenture Infrastructure and Capital Projects, LLC subject to its material terms. The City Manager is authorized to execute the same on behalf of the City and to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to legal form by City Attorney.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of April, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Exhibit(s):

- A. EVIP Professional Services Agreement

Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and Accenture Infrastructure and Capital Projects, LLC ("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.

Consultant shall perform to the satisfaction of City, in accordance with this Agreement, the services described in Exhibit A attached to this agreement. All references to "we," "us" or "our" shall refer to "Consultant." "Tasks" are obligations of Consultant to deliver to the City, and obligations of the Consultant to perform as described, except as expressly noted. Timelines may be subject to any extensions of time granted in writing by the City's Director of Public Works at the Director's sole discretion given at the request of Consultant for unforeseen delays. Time is of the essence for the purposes of this Agreement.

- 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 A (Ex. 10-H1 Cost Proposal), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$280,528 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 description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- * Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant

has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

**Sacramento, CA, 95811
206-949-4353**

17. 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.
18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
25. 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.
26. 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.
27. 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.
28. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF YUBA CITY:

CONSULTANT:

By: _____ By _____

**Robert Bendorf
City Manager
City of Yuba City**

**Jon Porterfield
Senior Executive Vice President
Accenture Infrastructure & Capital
Projects, LLC**

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements

EXHIBIT A

Scope of Services



SCOPE OF WORK

How we Approach This Work

When we help cities develop EV Infrastructure Plans, we've learned that the most durable plans don't start with charger counts or technology specifications; they start with access. Who can realistically charge today? Who can't? And where are those gaps most likely to slow adoption, especially in lower-income neighborhoods and areas without reliable home charging?

That framing has guided our work on municipal and community charging programs across California and nationally — from countywide public charging strategies in San Bernardino County, to city-scale EV infrastructure plans like Keene, New Hampshire, to fleet-focused Advanced Clean Fleets (ACF) planning support for Bay Area agencies. We bring that same mindset here: lead with access and equity, then translate those priorities into projects that are technically feasible, fundable, and aligned with how cities actually operate.

Tasks 1 and 2 are structured to do exactly that: grounding recommendations in local context and real-world constraints, while staying practical enough to move quickly into implementation.

Task 1: Existing Conditions

Grounding the Plan in Reality

Task 1 is about building a shared, defensible understanding of current conditions — not just what exists on paper, but how charging and mobility actually function on the ground today.

We begin every EVIP with a focused kickoff and data alignment discussion. In prior projects, this early step has been critical for separating “nice to know” data from the inputs that actually influence decisions later, particularly when cities are balancing community charging needs with limited staff capacity and capital budgets. From there, we look at three existing-conditions lenses in parallel.

First: the planning and policy backdrop. We review relevant City plans, regional transportation and land-use documents, and applicable State programs so the EVIP doesn't live in a vacuum. In San Bernardino County, for example, this early review helped us align public charging recommendations with capital improvement cycles and grant eligibility requirements, which later made it much easier for the County to pursue funding and sequence projects.

Second: charging access and equity. This is where we intentionally lead. We examine where residents are least likely to have access to home or workplace charging, where multifamily housing and renters are concentrated, and where existing public charging is sparse or functionally inaccessible. Rather than treating equity as a standalone chapter, we use it to shape how opportunity areas are defined from the start. In past city-scale EV infrastructure plans, this step has fundamentally changed which sites rise to the top — shifting focus from “easy” locations to places where charging access unlocks real adoption.

Third: what's actually on the ground. We compile an inventory of existing charging infrastructure and pair it with targeted field reconnaissance. Desktop data rarely tells the full story — whether a site feels safe at night, how parking actually functions, or how visible and intuitive a charging location would be for first-time users. Field observations, photos, and site context notes become a practical reference not just for analysis, but for later stakeholder conversations and public communication.

Alongside these community-focused elements, we also include a light-touch municipal fleet baseline. This is not a full fleet electrification study, but it allows the EVIP to account for how City facilities are used today and how they may need to support fleet charging over time. In our ACF planning and municipal fleet work, we've seen firsthand how easy it is for public charging goals and fleet needs to conflict if they're planned in isolation. Task 1 is where we make sure that doesn't happen.

The result of Task 1 is a clear, shared picture of existing conditions that everyone — City staff, decision-makers, and future implementation partners — can point back to as the basis for recommendations.

Task 2: Analysis

Turning Priorities Into Projects

Task 2 is where we move from context to action. We start by translating the Task 1 baseline into a forward looking understanding of charging need. Rather than chasing precise forecasts, our goal is to define reasonable ranges and patterns: how charging demand is likely to differ by neighborhood type, land use, and user group. This approach has worked well in prior EV infrastructure plans because it's transparent, adaptable, and defensible when assumptions inevitably change.

From there, we apply a criteria based site screening and prioritization framework. This is one of the most important parts of the EVIP, and it's where access and equity remain front and center. Equity



indicators influence rankings alongside more traditional factors like destination value, safety, visibility, partnership potential, and likely electrical feasibility. We've used similar frameworks in countywide and city scale charging programs, and they consistently help shift conversations away from anecdotes toward clear, explainable tradeoffs.

For higher priority sites and corridors, we then step into feasibility mode. Drawing on our experience delivering site assessments and conceptual designs for public agencies, including San Bernardino County and court facilities in Los Angeles County, we look at constructability, electrical readiness, right of way considerations, and potential delivery risks. This isn't engineering design, but it is enough to flag where costs or schedules are likely to be sensitive, and where alternative approaches may be smarter.

As part of this step, we also develop clear, user friendly conceptual materials: simple layouts, visuals, and talking points that City staff can actually use. In our experience, these are often the materials that carry the most weight with leadership and the public, even more than detailed technical appendices.

Throughout Task 2, we also integrate a municipal fleet and ACF alignment thread. Building on the Task 1 baseline, we identify where City facilities are natural candidates for fleet charging, where co location with public charging makes sense, and where it may introduce operational conflicts. We outline how fleet charging infrastructure could reasonably be phased over time and how ACF requirements influence planning assumptions, without letting fleet needs overshadow the EVIP's primary focus on community access.

Finally, we connect priorities to implementation pathways and funding. Rather than presenting a generic list of grants, we align funding opportunities to specific project types and phases — planning, design, enabling infrastructure, and construction — based on what we've seen work in prior public sector EV programs. This helps the City understand not just what to build, but how to move forward in manageable steps.

Task 3: Community Outreach and Engagement

Task 3 grounds the EV Infrastructure Plan in real community experience, not assumptions. The goal of outreach is not volume for its own sake, but meaningful, representative input that directly informs plan priorities, particularly around

charging access, location preferences, and barriers to EV adoption in disadvantaged and underserved communities.

This task builds directly on the foundation established in Tasks 1 and 2. Insights from outreach will help validate existing conditions findings, refine site prioritization, and ground recommendations in the lived realities of Yuba City residents. In this way, community engagement functions as a bridge between technical analysis and implementable strategy, rather than a standalone exercise.

Walker Consultants will lead this effort, drawing on their experience delivering community engagement for transportation and mobility planning projects where trust, accessibility, and clarity are essential. The outreach approach is intentionally focused and strategic, recognizing both the City's engagement goals and the need to deliver high value outreach within the project's available budget and schedule.

Outreach Approach

Community outreach will be guided by three core principles.

- First, engagement will be accessible and inclusive. Outreach will prioritize residents and neighborhoods with lower EV adoption rates, limited access to home charging, and greater reliance on shared or public transportation. Materials and engagement opportunities will be multilingual and designed for non technical audiences, using plain language and visual tools to make EV infrastructure concepts understandable and relevant.
- Second, engagement will be targeted and decision oriented. Rather than attempting to deploy every outreach method listed in the RFP, the team will focus on the engagement activities most likely to generate actionable input. An early Outreach and Marketing Strategy will be developed collaboratively with the City to identify priority audiences, select the most effective outreach methods, and determine where in person engagement versus virtual engagement provides the greatest value. This strategy will remain a working document throughout the project and may be refined as participation patterns and insights emerge.
- Third, engagement will be clearly connected to outcomes. Outreach activities will focus on understanding barriers to EV adoption, identifying preferred charging locations and location types, and surfacing practical



concerns related to access, safety, cost, and convenience. Community input will be documented and explicitly tied back to plan recommendations, so participants can see how their feedback influenced the EV Infrastructure Plan.

Engagement Methods and Integration With the Plan

Outreach will include a balanced mix of in person and digital engagement, such as community meetings at accessible locations, participation in existing community events, small group discussions, and surveys distributed both online and in person. A dedicated project webpage hosted on the City's website will serve as a central hub for information, updates, and ongoing feedback.

Stakeholder engagement with agencies, business groups, and regional partners will occur alongside community outreach and will focus on implementation feasibility, partnerships, and alignment with funding and regulatory considerations, while remaining informed by community priorities.

All outreach activities will be documented and synthesized into a concise Community Outreach Summary. This summary will directly inform Task 4, so community perspectives are transparently reflected in the Final EV Infrastructure Plan.

This Task 3 approach aligns with the overall philosophy of the EVIP: focused, equitable, and implementable. By emphasizing quality over quantity and by integrating outreach tightly with technical analysis and final plan development, the City receives engagement that meaningfully improves decisions — not just documentation that engagement occurred.

Task 4: Draft and Final Plan

Where The Work Comes Together

By this point in the process, the City won't just have analysis and site recommendations; it will have a clear understanding of why certain investments matter, where they make the most sense, and how to move forward in a way that is realistic for staff and decision makers. The purpose of Task 4 is to translate all of that into a clear, well structured EV Infrastructure Plan that is easy to use, easy to explain, and easy to act on.

In our experience delivering EV infrastructure plans and related public sector charging programs, the difference between a report that sits on a shelf and one that actually gets used comes down to clarity and structure. The final plan needs to

work for multiple audiences at once — City staff, leadership, community stakeholders, and future implementation partners — without becoming overly technical or abstract.

That philosophy has shaped how we've delivered final plans in past efforts, including city scale EV infrastructure plans and countywide charging programs where the final document became the primary reference for grant applications, capital planning, and stakeholder communication. We take the same approach here.

How the Final EVIP is Developed

The Final EV Infrastructure Plan will be built directly from the work completed in Tasks 1–3. Rather than re stating technical memos or analysis verbatim, we focus on synthesizing the work into a cohesive narrative that explains:

- ▶ What the City is trying to achieve with EV infrastructure
- ▶ Where the greatest charging access gaps exist today
- ▶ How equity and access considerations shaped priorities
- ▶ Which projects rise to the top, and why
- ▶ What it realistically takes to implement those projects over time

The document will clearly trace recommendations back to the underlying analysis so decisions feel grounded and defensible, but it will do so in plain language, not consultant shorthand.

What Makes the Final Plan Useful

The EVIP is structured to function as a roadmap, not just a summary of findings.

Based on lessons learned from prior EV infrastructure and fleet planning efforts, the Final Plan will:

- ▶ Clearly distinguish near term actions from longer term opportunities, so the City can move forward even with limited resources
- ▶ Present prioritized projects and site types, supported by concise explanations that City staff can use when briefing leadership or the public
- ▶ Integrate charging access and equity considerations throughout, rather than isolating them in a single section



- Include a practical implementation framework, tying recommended projects to delivery pathways and funding considerations
- Acknowledge municipal fleet and ACF alignment considerations where relevant, without letting them overwhelm the community charging focus of the plan

Where helpful, the plan will include simple graphics, tables, and maps that make it easier to understand priorities at a glance, an approach we've consistently seen resonate with non technical audiences.

Review, Refinement, and City Ownership

We view Task 4 as a collaborative step, not a handoff.

The draft Final EVIP will be reviewed with City staff so the document reflects local priorities, terminology, and comfort level. This review step has been critical in past projects, resulting in a final plan that feels like a City document, not an external consultant deliverable.

Following City review and feedback, we will refine and finalize the EVIP, delivering a clean, polished Final Plan suitable for adoption, public release, and use in future funding applications or capital planning efforts. The end result is a Final EV Infrastructure Plan that the City can confidently stand behind, one that communicates intent clearly, supports near term action, and remains flexible as technology, funding, and policy continue to evolve.

Exhibit 10-H1 Cost Proposal Page 1 of 3
Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Accenture Infrastructure and Capital Projects, LLC

Project No. 1357-RFP-24 Contract No. _____ Date 2/26/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Vice President / Transportation Task Lead	Steven Clarke	160	\$ 102.27	\$ 16,363.46
Principal Project Manager	Nicholas Conte	250	\$ 84.06	\$ 21,014.00
Transportation Engineer	Danielle Nelson	300	\$ 43.18	\$ 12,953.64
Energy Engineer	Jordan Crolly	150	\$ 56.11	\$ 8,415.81
				\$ -
				\$ -

LABOR COSTS

(a) Subtotal Direct Labor Costs	\$ 58,746.91	
(b) Anticipated Salary Increases (see page 2 for calculation)	\$ 1,355.88	
(c) Total Direct Labor Costs [(a) + (b)]	\$ 60,102.78	

INDIRECT COSTS

(d) Fringe Benefits Rate <u>114.27%</u>	(e) Fringe Benefits [(c) x (d)]	\$ 68,679.45
(f) Overhead Rate + G&A <u>Incl.</u>	(g) Overhead [(c) x (f)]	Incl.
(h) General & Admin Rate <u>Incl.</u>	(i) Gen & Admin [(c) x (h)]	Incl.
(j) Total Indirect Costs [(e) + (g) + (i)]		\$ 68,679.45

FIXED FEE

(k) Total Fixed Fee [(c) + (j)] x fixed fee <u>15%</u>]	\$ 19,317.34
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CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel	1	Billed at Cost	\$ 5,000.00	\$ 5,000.00
				\$ -
				\$ -
				\$ -
				\$ -

(l) Total Other Direct Costs \$ 5,000.00

SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	<u>Energieia USA</u>	\$ 61,399.96
Subconsultant 2:	<u>Walker Consultants</u>	\$ 66,028.01
Subconsultant 3:	_____	

(m) Total Subconsultants' Costs \$ 127,427.97

n) Total Other Direct Costs including Subconsultants [(l) + (m)] \$ 132,427.97

TOTAL COST [(c) + (j) + (k) + (n)] \$ 280,527.54

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

Exhibit 10-H1 Cost Proposal Page 2 of 3
Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price Contracts
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per	Total Hours per Cost		Avg Hourly	Contract
Cost Proposal	Proposal		Rate	Duration
\$58,746.91	860	=	\$68.31	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$68.31	+	2.0%	=	\$69.68	Year 2 Avg Hourly Rate
Year 2	\$69.68	+	2.0%	=	\$71.07	Year 3 Avg Hourly Rate
Year 3	\$71.07	+	2.0%	=	\$72.49	Year 4 Avg Hourly Rate
Year 4	\$72.49	+	2.0%	=	\$73.94	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed		Total Hours per		Total Hours	
	Each Year		Cost Proposal		Per Year	
Year 1	5.0%	*	860	=	43	Estimated Hours Year 1
Year 2	75.0%	*	860	=	645	Estimated Hours Year 2
Year 3	20.0%	*	860	=	172	Estimated Hours Year 3
Year 4	0.0%	*	860	=	0	Estimated Hours Year 4
Year 5	0.0%	*	860	=	0	Estimated Hours Year 5
Total	100.0%		Total	=	860	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated		Estimated Hours (calculated		Cost per Year	
	above)		above)			
Year 1	\$68.31	*	43	=	\$2,937.35	Estimated Hours Year 1
Year 2	\$69.68	*	645	=	\$44,941.38	Estimated Hours Year 2
Year 3	\$71.07	*	172	=	\$12,224.06	Estimated Hours Year 3
Year 4	\$72.49	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$73.94	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	<u>\$60,102.78</u>
Direct Labor Subtotal before Escalation	=	<u>\$58,746.91</u>

Estimated Total of Direct Labor Salary Increase = \$1,355.88

- NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
 2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

Exhibit 10-H1 Cost Proposal Page 3 of 3
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
(Design, Engineering and Environmental Studies)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. **Title 23 United States Code Section 112** - Letting of Contracts
4. **48 Code of Federal Regulations Part 31** - Contract Cost Principles and Procedures
5. **23 Code of Federal Regulations Part 172** - Procurement, Management, and Administration of Engineering and Design Related Service
6. **48 Code of Federal Regulations Part 9904** - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jon Porterfield Title:* EVP, West Region Manager

Signature:  Certification Date: 9/16/2025

Email: jon.porterfield@accenture.com Phone: (530) 908-8837

Address: 265 E. River Park Circle, Suite 130, Fresno, CA 93720

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EV Implementation Plan

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 shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
 - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
 - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Utilities Department
Presentation By: Phil Marler, Utilities Director

Summary

Subject: Utilities Department Recruitment Requests – WTP Operator II-III and Operator II-III Limited Term Position

Recommendation: A. Adopt a Resolution approving one (1) limited term Water Treatment Plant Operator II-III (LT) position in the Utilities Department for a period not to exceed three (3) years

B. Authorize the Human Resources Director to conduct open recruitments for a full-time permanent Water Treatment Plant Operator II-III-IV to fill a vacancy and a new Limited Term Position Water Treatment Plant Operator II-III for succession planning in the Utilities Department

C. Authorize a supplemental appropriation and related transfers in the amount of \$40,000 from unallocated water funds to Account No. 7120 (Water Treatment Plant Operating Budget) for the remainder of Fiscal Year 25/26 salary and benefits for the Water Treatment Plant Operator III limited term position

Fiscal Impact: \$130,000 (estimated) per year for the new limited term position. Sufficient funding is allocated in Account No. 7120 (Water Treatment Plant) for the existing position

Purpose:

To recruit for a vacant Water Treatment Plant Operator II-III-IV position and to create a limited term position to provide necessary employee development and succession planning for long-term operational compliance at the Water Treatment Plant in the Utilities Department to ensure sufficient 24/7 plant operations staffing.

Council's Strategic Goal:

This item addresses Council's strategic goals of *Public Safety* and *Infrastructure* by maintaining sufficient, certified staffing to support the safe operation of the City's water treatment process and system infrastructure.

Background:

The Yuba City Water Treatment Plant (WTP) requires an operator with a minimum Drinking Water

Treatment 3 (T3) certification operating the plant at all times in order to remain compliant with regulations from the State Water Resources Control Board. The T3 certification represents a significant training and experience level which allows for individual operational accountability; therefore, there are few T3-certified operators in the region and the field is highly competitive.

The WTP is staffed by an operations team of six (6) flexibly staffed WTP Operators I/II/III, working primarily in 12-hour shifts and supervised by the WTP Chief Operator. One WTP Operator III resigned in March 2026, leaving a vacancy in this critical classification.

In addition to short-term recruitment needs, the Utilities Department remains concerned about employee retention, succession planning, and operational redundancy in this critical classification series. On March 15, 2022, Council approved a three-year limited term position which served to provide incumbents with the necessary training and hours to become fully certified, as well as supplement the full-time operations staff. This position expired in March 2025.

Analysis:

Existing WTP Operator II-III-IV Vacancy

City Council has implemented a hard hiring freeze as a budgetary control measure, effective September 1, 2025. In order for the Human Resources Department to conduct a recruitment for a vacancy, both the City Manager and City Council must approve the request from the working department on a case-by-case basis.

The Utilities Department believes that filling this position is critical to Department operations, delivering water services to City customers and maintaining public health and safety. The Department recommends filling this full-time position with an open external recruitment at the WTP Operator III level, which is the journey level in the series and has the necessary Grade III certification to independently operate the facility.

The City Manager approved this request from the Department on February 26, 2026, making it eligible for final Council approval.

Proposed WTP Operator II-III Limited Term Position

To proactively address long-term recruitment and retention concerns and secure operational redundancy, the Utilities Department is requesting the addition of a "limited term" Water Treatment Plant Operator II-III (LT) position in order to allow an additional T2-certified operator to gain the necessary training and work experience under the City's current operators to earn their T3 certification. While the Department intends to initially underfill the position as a Water Treatment Plant Operator II, with a minimum qualification of a T2 certification, budgeting as an Operator III allows room for growth in the limited term position should the incumbent receive their T3 and distribution certifications and meet the Operator III minimum qualifications prior to the end of the limited term period.

This strategy proved highly successful during the 2022-2025 position term, serving to grow multiple internal staff members to replace retiring or resigning operations staff. Historically, WTP Operators have grown from a WTP Operator II have demonstrated higher retention and a strong commitment to the City's goals.

Staff recommends a limited term position period of three (3) years, which will allow the incumbent (or series of incumbents) the appropriate time and support to meet the State Water Resources Control Board's minimum qualifications for full T3 certification (Attachment 3). At the end of the limited term period, the incumbent would meet the City's requirements for a Water Treatment Plant Operator III and

could potentially replace the outgoing staff. Should any of the current operations staff retire or leave City employment during the limited term period, staff is proposing to have the ability to, but not be required to, appoint directly from the limited term position to the regular Water Operator III position. If the limited term position incumbent fills the vacant regular position, which is flexibly staffed based on operator qualifications, then the limited term position could be re-filled with a new candidate to prepare for any additional future vacancies.

Fiscal Impact:

The existing position is fully funded in the Fiscal Year 25/26 WTP operating budget (Account No. 7120 Salaries & Benefits). As part of the Water Enterprise Fund, this position is directly funded by water customer rates and fees and has no impact on the City's General Fund.

The estimated annual cost for the limited term position is \$130,000, for a three-year period budgetary impact of approximately \$390,000. Depending on the timeline for recruitment and placement, staff is anticipating a salary and benefits cost of up to \$40,000 for the remainder of Fiscal Year 25/26 and is requesting a supplemental appropriation from unallocated water funds to fund this unanticipated operating expenditure. The costs for the remaining fiscal years will be incorporated into the annual operating budgets.

While this position is budgeted at an Operator III level in order to appropriately compensate the employee should they obtain their T3 certificate within the three-year period, the impact is likely to be less, as the operator salary schedule is based on certification and the majority of the period would be underfilled at the Operator II level.

Alternatives:

1. Direct the Department to leave the position vacant and continue to utilize staff overtime to maintain adequate operations coverage. This is not a sustainable alternative due to the strain on the remaining certified employees and supervisors.
2. Do not approve the limited term position or direct staff to submit the position as part of the Fiscal Year 26/27 budget. This will eliminate or delay the necessary experience hours for an incumbent to become fully certified to operate the WTP.

Recommendation:

A. Adopt a Resolution approving one (1) limited term Water Treatment Plant Operator III (LT) position in the Utilities Department for a period not to exceed three (3) years.

B. Authorize the Human Resources Director to conduct open recruitments for a full-time permanent Water Treatment Plant Operator II-III-IV to fill a vacancy and a new Limited Term Position Water Treatment Plant Operator II-III for succession planning in the Utilities Department.

C. Authorize a supplemental appropriation and related transfers in the amount of \$40,000 from unallocated water funds to Account No. 7120 (Water Treatment Plant Operating Budget) for the remainder of Fiscal Year 25/26 salary and benefits for the Water Treatment Plant Operator III limited term position.

Attachments:

1. Resolution

Prepared By:
Mylaina McMurray
Administrative Analyst I

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING ONE NEW (1) LIMITED TERM WATER TREATMENT PLANT
OPERATOR III IN THE UTILITIES DEPARTMENT FOR A PERIOD NOT TO
EXCEED THREE (3) YEARS**

WHEREAS, the protection of the public health, safety, and welfare of the residents and customers of the City of Yuba City is of the utmost concern to the City Council, the Utilities Department, and the taxpayers alike; and

WHEREAS, the City must employ well-trained and Drinking Water Treatment 3-certified operators in order to meet the necessary staffing requirements to operate the City's Water Treatment Plant in accordance with the regulations of the State Water Resources Control Board; and

WHEREAS, it is crucial for the City to prepare for the retirement and succession of operations staff through employee development and the bequest of institutional knowledge.

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

SECTION I:

Effective April 07, 2026, The Utilities Department is authorized one (1) limited term Water Treatment Plant Operator III position for a period not to exceed three (3) years, expiring April 07, 2029.

SECTION II:

Authorize a supplemental appropriation and related transfers in the amount of \$40,000 from unallocated water funds to Account No. 7120 (Water Treatment Plant Operating Budget) for the remainder of Fiscal Year 25/26 salary and benefits for the Water Treatment Plant Operator III limited term position

The forgoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of April, 2026.

AYES:
NOES:
ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brent Slade, Police Commander

Summary

Subject: AB 481 Annual Military Equipment Report
Recommendation: Adopt a Resolution accepting the 2025 Annual Report and continue to authorize the YCPD to use existing equipment that falls under the military equipment use policy (YCPD Policy 707) which complies with the requirements of AB 481
Fiscal Impact: None

Purpose:

Adopt a Resolution accepting the annual military equipment use report and review of the ordinance as required by Assembly Bill 481 (AB 481). The emergency ordinance for YCPD policy 707, military equipment use, was adopted on April 19th, 2022, by the City of Yuba City, City Council. An annual report was completed in 2026 for the year prior. This annual report covers 2025 and any additional items to be added in 2026.

Council's Strategic Goal:

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

Background:

California Governor Gavin Newsom signed AB 481 into law on September 30th, 2021. Law enforcement agencies are required to obtain local government approval of all military equipment currently in use as well as any equipment sought for use that falls under the guidelines of AB 481. A review of the existing ordinance for approval or modification is required by the current governing body. As part of the bill, agencies are required to report annually:

1. A summary of how the military equipment is used and the purpose of its use.
2. A summary of any complaints or concerns received concerning military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost of each military equipment, including acquisition, personnel, training, transportation, maintenance, storage upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of

- the annual military equipment report.
5. The quantity possessed for each type of military equipment.
 6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Ordinance (4-23.030) was adopted by the City of Yuba City Council on April 19th, 2022.

Analysis:

No modifications are being sought to the existing Ordinance. An annual report of the required information has been completed and posted to the Yuba City Police Department website. Exhibit A is the annual report required by AB 481. Exhibit B is YCPD policy 707.

Fiscal Impact:

None

Alternatives:

Modify the existing Ordinance that was adopted in 2022

Recommendation:

Adopt a Resolution accepting the 2025 Annual Report and continue to authorize the YCPD to use existing equipment that falls under the military use policy (YCPD policy 707) which complies with the requirements of AB 481.

Attachments:

1. RESOLUTION
2. 2025 ANNUAL MILITARY EQUIPMENT REPORT
3. YCPD Policy 707

Prepared By:

Brent Slade
Police Commander

Submitted By:

Robert Bendorf
City Manager

Attachment 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, APPROVING POLICY 707 RELATING TO THE POLICE DEPARTMENT’S USE OF MILITARY EQUIPMENT IN ACCORDANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Newsom signed Assembly Bill 481 (“AB 481”) to address the funding, acquisition, and use of military equipment by law enforcement agencies in California; and

WHEREAS, AB 481, codified as Government Code Sections 7070 through 7075, required that Yuba City Police Department (“YCPD”) begin the process of obtaining approval from City Council of its military equipment use policy by ordinance prior to May 1, 2022; and

WHEREAS, accordingly, on April 19, 2022, the City Council adopted Policy 707, City of Yuba City Police Department Military Equipment Use Procedure Policy (“Policy 707”) attached hereto as Exhibit C and incorporated by reference; and

WHEREAS, the Approved Policy was made available to the public on YCPD’s internet website on March 6th, 2022, which was within thirty (30) days prior to the public hearing held on April 7th, 2022, concerning the approved Policy 707, in accordance with Government Code section 7071(b); and

WHEREAS, the Approved Policy was reviewed by the City of Yuba City legal counsel; and

WHEREAS, the City Council finds that the Approved Policy meets the requirements of AB 481.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Approved Policy, attached hereto as Exhibit C and incorporated by reference, is hereby adopted.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance, including the provisions of the Approved Policy, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk is hereby authorized and directed to certify as the passage of this Resolution and to give notice thereof by causing copies of this Resolution to be posted in three public places throughout the City, or published in a county newspaper that is circulated in the City, within 15 days after its passage, there being no newspaper of general circulation printed and published within the City.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council at a regular meeting thereof held on the 7th day of April, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CIARA WAKEFIELD, City Clerk

CITY OF YUBA CITY

By: _____
Marc Boomgarden, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

Exhibit A

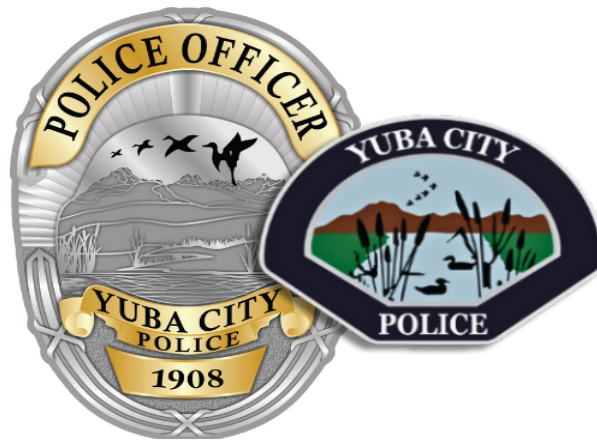
YUBA CITY POLICE DEPARTMENT

ANNUAL MILITARY EQUIPMENT REPORT

California Government Code §7072 (AB 481 Compliance)

Reporting Year: 2025

Updated: March 2, 2026



Prepared by Commander Brent Slade
CITY OF YUBA CITY

“The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.*
 - (2) A summary of any complaints or concerns received concerning the military equipment.*
 - (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.*
 - (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.*
 - (5) The quantity possessed for each type of military equipment.*
 - (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.*
- (b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.”*

Ca. Gov. Code § 7072

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Current Equipment

Unmanned Aircraft System (UAS)	40 MM Launchers and Rounds
Armored Vehicle	Combined Systems LC5 40MM Launching Cup
Less Lethal Shotgun	Rifles
Distraction Devices	Explosive Breaching Tools
Chemical Agent and Smoke Canisters	
PepperBall Launcher	

Unmanned Aircraft System (UAS)

An unmanned aircraft along with the associated equipment necessary to control it remotely.

Description, quantity, capabilities, and purchase cost of current UAS:

1. DJI MAVIC MINI 2, cost: \$630 each, quantity: 6. Small UAS that weighs approximately 249 grams and is able to record video and audio with approximately 32 minutes of flight time.
2. Autel Robotics EVO II Dual 640T, cost: \$8500.00, quantity: 1. UAS that weighs approx. 1.15 kilograms and is able to record video, thermal video, audio, and is able to project audio, with approximately 38 minutes of flight time.
3. Autel Evo Max 4T, cost \$13,158.98, quantity: 2. UAS weighs 3.62 pounds and can carry 3-pounds of cargo, has a flight time of up to 42-minutes, can operate at elevations of up to 13,124 feet, has a 4K camera with 10x optical zoom and long-range Skylink 3.0 transmission.

Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

1. Missing Persons
2. Any rapidly evolving or developing emergency situation
3. SWAT deployments/tactical situations
4. Crime scene investigations

Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

Expected Life Span

All UAS equipment, 3-5 years.

Fiscal Impact

The annual maintenance and battery replacement cost is approximately \$4,000. The training cost is \$200. Budgeted departmental equipment and training funds are used for these items.

Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must maintain a minimum of 1 hour of flight time per month as well as quarterly training.

(2) There have been no complaints of concern regarding the department military equipment.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and no actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no equipment being sought.

Armored Vehicles

Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

Description, quantity, capabilities, and purchase cost

1. Lenco BEARCAT, G2, cost: \$315,518.65, quantity: 1. The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Lifespan

Lenco Bearcat models G2 and G3, 25 years.

Fiscal Impact

Annual maintenance cost of approximately \$10,000. There has been no training cost associated with these vehicles. Maintenance for the vehicles is funded by budgeted Public Works funds for vehicle maintenance.

Training

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

- (2) There have been no complaints or concerns regarding the department's military equipment.
- (3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought.

40 MM Launchers and Rounds

40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds and as a method to deploy chemical agents from a safe distance.

Description, quantity, capabilities, and purchase cost

1. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, LMT #1425, cost: \$1098, quantity: 7. The 40MM Single Launcher is a tactical single shot launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles.
2. PENN ARMS, 40MM LAUNCHER, #GL1-40, cost: \$1003, quantity: 8. The 40MM Single Launcher is a tactical single shot launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles.
3. PENN ARMS, 40MM MULTI-LAUNCHER, #GL65-40, cost: \$3146, quantity: 1. The 40MM Multi-Launcher is a tactical platform capable of holding six projectiles in the launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles. This platform is more suitable for deploying multi projectiles in a shorter amount of time. This is effective during less lethal and or chemical agent deployments.
4. COMBINED TACTICAL SYSTEMS 40MM SPONGE SPIN STABILIZED FOAM BATON . #4557, cost \$21.33, quantity: (Up to 300). A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm launcher with a rifled barrel at 260 FPS. The 60-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 150 feet from the target

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.
- f. Barricaded subjects

Training

Sworn members utilizing 40MM less lethal, chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agent instructors.

Lifespan

1. Defense Technology LMT #1425- 25 years.
2. Penn Arms #GL1-40- 15 years.
3. Penn Arms GL65-50-15 years.
4. Federal labs 37MM Multi-launcher-10 years.
5. Model 6325 Exact Impact Sponge- 5 years.

FISCAL IMPACT

Annual maintenance is approximately \$50 for each launcher. Training cost is 2 rounds per year per officer, totaling approximately \$2,772. Budgeted police funds are used for the training costs of this equipment.

(2) There have been no complaints or concerns regarding the department's military equipment.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought with the exception of additional ammunition needed for training or deployment.

Less Lethal Shotgun

Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

Description, quantity, capabilities, and purchase cost

1. REMINGTON 870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 13. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
2. 12-GAUGE SUPER-SOCK BEANBAG ROUND, #2581 cost: \$6, quantity: (up to 1000). A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Lifespan

1. Remington 870 Less Lethal Shotgun- 25 years.
2. Super Sock Round- No listed expiration date.

Fiscal Impact

The annual maintenance is approximately \$50 for each shotgun. Training costs are 5 rounds per year per officer, totaling approximately \$1,950. Budgeted police funds are used for the training costs of this equipment.

Training

All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit.

(2) There have been no complaints or concerns regarding the department military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought with the exception of additional ammunition needed for training or deployment.

Combined Systems LC5 40MM Launching Cup

Cups that attach to 12 gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

Description, quantity, capabilities, and purchase cost

COMBINED SYSTEMS LC5 40MM LAUNCHING CUP, cost: \$150, quantity: 1. The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge.

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Allows chemical agents to be deployed from a distance, behind cover and concealment.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

Lifespan

Combined Systems LC5 40MM Launching Cup- 25 years

Fiscal Impact

No annual maintenance. There are no additional training costs for this.

Training

Officers utilizing the launching cups are trained by POST certified chemical agent instructors.

- (2) There have been no complaints or concerns regarding the department military equipment in 2025.
- (3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought.

Distraction Devices

A device used to distract dangerous persons.

Description, quantity, capabilities, and purchase cost

1. COMBINED TACTICAL SYSTEMS, 7290-2 FLASH-BANG, cost: \$68, quantity: (up to 60). A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
2. COMBINED TACTICAL SYSTEMS, 7290M MINI FLASH-BANG, cost: \$48, quantity: (up to 150). The 7290M Flash-Bang exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candelas of light. 8 of these devices were used on real-world incidents and 3 were used during training
3. COMBINED TACTICAL SYSTEMS, 7290-9 FLASH-BANG, cost: \$148, quantity: (Up to 50). A non-bursting, non-fragmenting multi (9)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. One of these devices was used in training and one was used during a real-world incident

Purpose

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use

Diversionary Devices shall only be used:

- a. By officers who have been trained in their proper use.
- b. In hostage and barricaded subject situations.
- c. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
- d. During other high-risk situations where their use would enhance officer safety.
- e. During training exercises.

Lifespan

Until used.

Fiscal Impact

No annual maintenance. There is no training cost outside of normal scheduled SWAT training. The cost of training devices is approximately \$1,152 (approximately 2 devices deployed in training per year, per operator). During 2025, \$2,630.18 was spent on replenishing the inventory of distraction devices. Budgeted police funds are used for the replacement costs of this equipment.

Training

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

(2) There have been no complaints or concerns regarding the department military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought with the exception of additional devices needed to re-supply inventory due to training or deployments.

Rifles

Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

Description, quantity, capabilities, and purchase cost

1. GA Precision (AR-10) .308 CALIBER RIFLE, MODEL GAP-10, cost: \$3,580.00, quantity: 1. The GAP-10 with 18” Barrel, AR-10, is a precision style rifle. This firearm is chambered in .308 Winchester/7.62 NATO and has an 18” barrel. This rifle is primarily used in an overwatch capacity to protect the community during large events and Tactical Situations that require Sniper Response. The GAP-10 is no longer being produced. The 2nd Generation GAP-10 retails for \$3,724.00.
2. FNH SCAR-17 .308 caliber rifle, cost: \$1800 each Quantity: 2. The SCAR with 18” barrel is a precision-style rifle that is more powerful than a standard rifle. The firearm is chambered in a .308 Winchester/7.62 NATO. This rifle is primarily used in an overwatch capacity to protect the community during large events and Tactical Situations that require Sniper Response.
3. Hornady .308 Winchester 168 gr ELD-M Tap rifle round cost, \$250 per case of 200. Quantity: (Up to 40 cases).

Purpose

To be used as precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use

Only members that are POST certified are authorized to use a rifle.

Lifespan

1. GA Precision GAP-10 .308 rifle – 15 years
2. (SCAR INCLUSION) FNH SCAR-17 .308 caliber rifle -15 years
3. (.308 AMMO INCLUSION) Hornady .308 Winchester 168 gr ELD-M Tap rifle round – No expiration

Fiscal Impact

Annual maintenance is approximately \$50 for each rifle. The associated training cost is for the .308 ammunition. During 2025, \$1,609 was spent on .308 ammunition for training. Funds for maintenance and ammunition is from budgeted police equipment funding.

Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

Audit

- (2) There have been no complaints or concerns regarding the military equipment in 2025.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

Chemical Agent and Smoke Canisters

Canisters that contain chemical agents that are released when deployed.

Description, quantity, capabilities, and purchase cost

1. COMBINED TACTICAL SYSTEMS (CTS), Baffled Riot CS Smoke Grenade, #5230B, cost: \$39.81, quantity: (Up to 60). This pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. The munition is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.2 in. by 2.6 in. and holds an approximately 25 gm. of active agent payload. It has an approximate burn time of 20-40 seconds. 9 of these were used in real-world scenarios
2. COMBINED TACTICAL SYSTEMS (CTS) CS Flameless Expulsion Canister Grenade #5430, cost \$49.82, quantity: (up to 30) This non-pyrotechnic grenade is designed for indoor use delivering a maximum amount of irritant smoke with no risk of fire. The munition is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.2 in. by 2.6 in. and holds approximately 12 gm. of active agent payload. It has an instantaneous discharge time.
3. COMBINED TACTICAL SYSTEMS (CTS), 40mm CS Liquid Barricade Projectile, #4330, cost: \$26.97, quantity: (Up to 75) . The 40mm CS Liquid Barricade Projectile is designed specifically for penetrating intermediate barriers, such as single pane exterior windows, vehicle windows, pressed wood particle doors, 1-2 layers of wallboard, and interior hollow core doors, and deliver irritant agents into an adjacent room(s). This launchable munition is 4.1 in. long and 40mm in diameter and holds approximately 10 gm of active agent.
4. COMBINED TACTICAL SYSTEMS (CTS), Outdoor Tactical Grenade CS, #8230, cost \$25.37, quantity: (Up to 30) . The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically, for outdoor use or in a "Fire safe deployment canister" and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. This grenade will deliver approximately 30 gm. of agent during its 20-40 second burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections.
5. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210, cost: \$31.72, quantity: (Up to 20). White indoor/outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits grey-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.
6. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210HC, cost: \$35.50, quantity: (Up to 35). White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits grey-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.
7. COMBINED TACTICAL SYSTEMS (CTS), OC-CS Vapor Grenade, #6343, cost: \$43, quantity: (Up to 10). The OC-CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) and compound 2-chlorobenzalmalononitrile (CS) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC-CS Vapor on the subject is dramatic and requires no personal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC-CS Vapor Aerosol Grenade is ideal for cell extractions or barricades situations where the use of pyrotechnic, powder or liquid devices is not practical or desired. The munitions contain 30 gm of active OC-CS chemical agents.
8. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3% FOGGER, 6 OUNCE, #56854, cost: \$24.90, quantity: (Up to 20). The 6 oz. OC Aerosol Grenade will deliver its payload of 1.3% MC% OC in 20-25 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be

handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.

9. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3% FOGGER, 1 OUNCE, #56814, cost: \$18.65, quantity: (Up to 20). The 1 oz. OC Aerosol Grenade will deliver its payload of 1.3% MC% OC in 20-25 seconds. It is ideal for situations where the use of pyrotechnic, powder, or liquid devices are not practical or desired. The 1.3% Major Capsaicinoids provides sufficient effects in confined areas of up to 6,000 cubic feet such as attics, crawl spaces, garages, and interior rooms. The Aerosol Grenade Fogger was designed as an operator controlled instantaneous initiated aerosol grenade. It is a non-pyrotechnic that contains no CFCs, is not a fire hazard and requires minimal decontamination.
10. DEFENSE TECHNOLOGY, MUZZLE BANG LAUNCHING CARTRIDGE, 12 gauge. #1210, cost \$8.50, quantity (Up to 30). This munition incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management or for propelling grenades when using the 1370 Launching Cup.

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Authorized Use

Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents' instructors.

Lifespan

5 years from manufacturing date. Budgeted police funds are used for the training costs of this equipment.

Fiscal Impact

No annual maintenance. Training cost is the replacement of training and gas used during actual deployments. During 2025, a re-supply of chemical agents cost \$2,049.70.

(2) There have been no complaints or concerns regarding the military equipment in 2025.

(3) There have been no violations of the military equipment use policy, or any actions taken in response.

(6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

Explosive Breaching Tools

Tools that are used to conduct an explosive breach.

Description, quantity, capabilities, and purchase cost

1. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN, Cost: \$500, quantity: 3. This weapon allows for Breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).
2. ROYAL ARMS TESAR-1 ORANGE CAP 275 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used to destroy solid wood doors, locks and hinges.
3. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 200). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
4. ROYAL ARMS TESAR-3 GREEN CAP 375 GRAIN CLAYTON FRANGIBLE BREACHING ROUND, Cost: \$5 per round, quantity (Up to 30). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
5. ROYAL ARMS FB-82H 12-GAUGE 82 GRAIN FLASH BANG HARD BREACHING ROUND, Cost: \$6.50 per round, quantity: (Up to 30). The rounds are fired from a breaching shotgun and is used as a diversionary round and can be used to break glass and shot at a velocity of 270-290 feet per second (FPS).
6. ROYAL ARMS MB-70S 12 GAUGE MUZZLE BLAST FLASH BANG SOFT BREACHING ROUND, cost: \$6.50 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
7. ROYAL ARMS TESAR-4 YELLOW CAP 750 GRAIN COPPER FRANGIBLE BREACHING ROUND, cost: \$9 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.

Items intended to be purchased during 2026

The following list of items would need to be purchased as an initial start-up for an explosive breaching program. Annual costs would just replace items as they run out. Total annual cost of maintenance is listed in the fiscal impact below. The equipment would be purchased utilizing budgeted funds for police equipment.

Energetic Compositions (5-year shelf life)

- 1) 18 gr Det Cord 200' (Up to) (est. \$200)
 - a. Can be used to create precision-based charges
 - b. Can create up to 33 linear charges
- 2) 25 gr Det Cord 200' (Up to) (est. \$200)
 - a. Used to +/- N.E.W (net explosive weight) with moderate adjustments
 - b. Can create up to 33 linear charges
- 3) 50 gr Det Cord 200' (Up to) (est. \$200)
 - a. The standard composition for Law Enforcement programs
 - b. Can create up to 33 linear charges
- 4) 100 gr Det Cord 200' (Up to) (est. \$200)
 - a. Most suitable for commercial and/or security screen doors
 - b. Can create up to 33 linear charges
- 5) 14 gr Blasting caps (qt 25) with 30' leads (est. \$15ea/ \$375 total)

Non-consumable Components:

- 1) CGS Pandora Firing system x2 (est. \$2,200)
- 2) Coyote Gordita Energetics equipment bag x2 (est. \$200)
- 3) Measuring tape x2 (est. \$20)
- 4) Razor knives x2 (est. \$20)
- 5) Storage Type 2 Magazine (already possessed)
- 6) Storage Type 3 Magazine (1 day box) (est. \$1000)
- 7) Shock tube cutters (PTFE) x4 (est. \$40)
- 8) Soileater shocktube container (2) (est. \$50)

Consumable Components:

- 1) 209 Primers (50-100) (est. \$20)
- 2) Breachers tape (2 50'' rolls 60mil) (est. \$114)
- 3) Hydrogel tape (1 300' roll) (already possessed)
- 4) Duct Tape (5 rolls) (est. \$40)
- 5) Electrical Tape (5 rolls) (est. \$25)
- 6) Gaffers Tape (5 rolls) (est. \$50)
- 7) Double-sided Tape (generic 2 rolls) (est. \$25)
- 8) K-Clips (50 pack) (est. \$250)
- 9) Delivery Hose (free through YCFD/LFD)
- 10) 330B 8'' rubber plates x4 (est. \$50)
- 11) Water bags/IV bags (free)
- 12) Gel powder (\$20)
- 13) FRP Trim ¼'' x 1-3/8''x96'' (8) (est. \$40)
- 14) Miscellaneous: rubber strips, food containers, pipe insulation, rubber bands, otter pops, hot glue gun, etc. (est. \$75)

Purpose

To safely gain entry into a structure. The following items would be purchased in 2026 and are intended to give the SWAT Team the capability to utilize explosive breaching. Explosive breaching is a fast, effective, and safe way to gain quick entry into a dwelling or structure during high-risk situations.

Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. Use of explosive breaching equipment requires officers to be trained in the application of equipment.

Lifespan

1. Breaching Shotgun- 25 years
2. Royal Arms Tesar-1 orange cap 275 grain copper breaching round- 5 years
3. Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years
4. Royal Arms Tesar-3 green cap 375 grain clayvon frangible breaching round- 5 years
5. Royal Arms FB-82H 12-gauge 82 grain flash bang hard core breaching round- 5
6. Royal Arms MB-70S 12-gauge muzzle blast flash bang soft breaching round- 5 years
7. Royal Arms Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years **(Initially excluded lifespan information) **
8. Energetic Compositions- 5 years
9. Non-Consumable Components- Varies an excess of 5 years
10. Consumable Components- 2-3 years depending on the product

Fiscal Impact

Annual maintenance is approximately \$500 for 12-gauge shotgun rounds. The initial startup for the explosive breaching program is \$5,414, which is a shared cost with the Yuba County Sheriff's Department (\$2,707 is the YCPD portion). Estimated replacement cost of items associated with explosive charge breaching is up to \$950. This is a split cost with the Yuba County Sheriff's Department. Training cost is the actual cost of any replacement rounds for shotgun breaching. Training costs for explosive breaching is an average of \$2,000 per year. This is based on a total of 4 trained operators attending a course every 3 years to stay current on breaching. There were no additional replacement 12-gauge rounds during 2025. Budgeted police funds are used for the replacement costs of this equipment.

Training

Shotgun breaching shall be limited to SWAT personnel who have attended a Shotgun Breaching course or received documented training.

- (2) There have been no complaints or concerns regarding the military equipment in 2025.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) Replacement rounds for 12-gauge breaching rounds may be sought if needed. The above listed items are being sought for purchase during 2026.

PepperBall Launcher

A device that discharges irritant projectiles.

Description, quantity, capabilities, and purchase cost

1. PepperBall VKS CARBINE, cost: \$1300, quantity 4. The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall VKS Carbine features a Dual Feed System that offers the ability to quickly switch between Hopper mode and Magazine mode for optimum versatility.
2. PepperBall FTC PRO Launcher, cost \$700, quantity 2. The FTC Launcher is a compressed air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall FTC is a hopper fed semi-auto system.
3. PepperBall LIVE PROJECTILE, cost: \$3 per projectile, quantity 50 (up to 500). The basic PepperBall projectile contains 2% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.
4. PepperBall LIVE-X PROJECTILE, cost: \$4 per projectile, quantity 100 (up to 200). The Live Projectile contains a concentrated amount of PAVA pepper powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.
5. PepperBall LIVE MAXX PROJECTILE, cost \$6 per projectile, quantity 50 (up to 100). The Live Maxx projectile contains a concentrated amount of PAVA pepper powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% MAXSAICINPAVA Powder.
6. PepperBall INERT PROJECTILE, cost: \$.80 per projectile, quantity 950 (up to 1500). The VXR Inert Projectile is a non-lethal round. The projectile contains approximately no PAVA powder. This projectile is best for direct impact with no PAVA powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.0% PAVA powder.
 - a. This projectile also comes in a shaped version that is not a sphere. This shaped version is called the PepperBall VXR INERT PROJECTILE. This shaped round is the similar to the sphere round in every category mentioned above. The only difference for this projectile is the standoff distance for direct impact is 5 feet to 140 feet. This projectile cost \$3 a round, quantity 283 (up to 300).

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Authorized Use

Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

Training

Sworn members utilizing PepperBall launchers and projectiles are trained in their use by POST certified less lethal and chemical agents instructors.

Lifespan

1. PepperBall VKS Carbine- 20 years
2. PepperBall FTC PRO Launcher- 20 years
3. PepperBall Live Projectile- 3 years
4. PepperBall Live-X Projectile- 3 years
5. PepperBall Live MAXX Projectile- 3 years
6. PepperBall Inert Projectile- 3 years
7. PepperBall VXR Inert projectile- 3 years

Fiscal impact

Annual maintenance is approximately \$50 for each PepperBall launcher. During 2025, \$4,110 in pepperball rounds was purchased to re-supply rounds used during training and deployments. Budgeted police funds are used for the replacement costs of this equipment.

(2) There have been no complaints or concerns regarding the military equipment in 2025.

(3) There have been no violations of the military equipment use policy, or any actions taken in response.

(6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

Exhibit C

Military Equipment

707.1 PURPOSE AND SCOPE

The acquisition of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.

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- Any other equipment as determined by a governing body or a state agency to require additional oversight.

707.2 POLICY

It is the policy of the Yuba City Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used. It is the policy of the Yuba City Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Yuba City Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

1 .Unmanned Aircraft System (UAS): An unmanned aircraft along with the associated equipment necessary to control it remotely.

a. Description, quantity, capabilities, and purchase cost of current UAS:

- i. DJI MAVIC MINI 2, cost: \$630 each, quantity: 4. Small UAS that weighs approximately 249 grams and is able to record video and audio with approximately 32

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minutes of flight time. The department intends to purchase 2 additional drones during 2024 for a total of 6.

ii. Autel Robotics EVO II Duel 640T, cost: \$8,500, quantity: 1. UAS that weighs approx.1150 grams and is able to record video, thermal video, audio, and is able to project audio, with approximately 38 minutes of flight time.

iii. Autel Evo Max 4T, cost \$13,158.98, quantity: 2. UAS weighs 3.62 pounds and can carry 3-pounds of cargo, has a flight time of up to 42-minutes, can operate at elevations of up to 13,124 feet, has a 4k camera with 10x optical zoom and long-range Skylink 3.0 transmission.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- (a) Missing Persons
- (b) Any rapidly evolving or developing emergency situation
- (c) SWAT deployments/tactical situations
- (d) Crime scene investigations

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

d. Expected Life Span

All UAS equipment, 3-5 years.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$4,000. Training cost is \$200. Budgeted departmental equipment and training funds are used for these items.

f. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must maintain a minimum of 1 hour of flight time per month as well as quarterly training.

(2) There have been no complaints of concern regarding the department's military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and no actions have been taken in response.

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(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no equipment being sought.

3. **Armored Vehicles** : Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

a. Description, quantity, capabilities, and purchase cost

i. Lenco BEARCAT, G2, cost: \$315,518.65, quantity: 1. The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with an open floor plan that allows for the rescue of downed personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

i

b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training

d. Lifespan

Lenco Bearcat models G2 and G3, 25 years.

e. Fiscal Impact

Annual maintenance cost of approximately \$10,000.

There has been no training cost associated with these vehicles. Maintenance for the vehicles is funded by budgeted Public Works funds for vehicle maintenance.

f. Training

All drivers/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

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g. Legal and Procedural Rules

Use is established under General Order 580.18. It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

(2) There have been no complaints or concerns regarding the department's military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought.

4. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds and as a method to deploy chemical agents from a safe distance.

a. Description. quantity. capabilities. and purchase cost

i. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, LMT #1425, cost: \$1098, quantity: 7. The 40MM Single Launcher is a tactical single-shot launcher. It will launch 40MM less lethal projectiles and 40MM chemical agency projectiles.

ii. PENN ARMS, 40MM LAUNCHER, #GL1-40, cost: \$1003, quantity: 8. The 40MM Single Launcher is a tactical single shot launcher. It will launch 40MM less lethal projectiles and 40MM chemical agency projectiles.

iii. PENN ARMS, 40MM MULTI-LAUNCHER, #GL65-40, cost: \$3146, quantity: 1. The 40MM Multi-Launcher is a tactical platform capable of holding six projectiles in the launcher. It will launch 40MM less lethal projectiles and 40MM chemical agency projectiles. This platform is more suitable for deploying multiple projectiles in a shorter amount of time. This is effective during less lethal and or chemical agent deployments.

iv. Combined Tactical Systems, 40MM Sponge Spin Stabilized Foam Baton, #4557, cost: \$21.33, quantity: (Up to 300) A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose-built 40mm launcher with a rifled barrel at 260 FPS. The 60-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance

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when fired from the approved distance of not less than five (5) feet and as far as 150 feet from the target.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.
- vi. Barricaded subjects

d. Training

Sworn members utilizing 40MM less lethal, chemical agents, or impact rounds are trained in their use by POST-certified less lethal and chemical agent instructors.

e. Lifespan

Defense Technology LMT #1425- 25 years.

Penn Arms #GL1-40- 15 years.

Penn Arms GL65-50-15 years.

Model 6325 Exact Impact Sponge- 5 years.

f. FISCAL IMPACT

Annual maintenance is approximately \$50 for each launcher. Training cost is 2 rounds per year per officer, totaling approximately \$2,559. Budgeted police funds are used for the training costs of this equipment.

g. LEGAL AND PROCEDURAL RULES

It is the policy of the Yuba City Police Department to utilize the 40mm

for official law enforcement purposes pursuant to State and Federal law, including those regarding the use of force.

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(2) There have been no complaints or concerns regarding the department's military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought, with the exception of additional ammunition needed for training or deployment.

5. Less Lethal Shotgun: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

a. Description, quantity, capabilities, and purchase cost

i. REMINGTON870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 13. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat, which is a principle of De-escalation.

ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, #2581 cost: \$6, quantity: (up to 1000). A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

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Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Lifespan

Remington 870 Less Lethal Shotgun- 25 years.

Super Sock Round- No listed expiration date.

e. Fiscal Impact

Annual maintenance is approximately \$50 for each shotgun. Training cost is 5 rounds per year per officer, totaling approximately \$1,950. Budgeted police funds are used for the training costs of this equipment.

f. Training

All officers are trained in the 12-gauge less lethal shotgun as a less lethal option through in-service training. SWAT personnel receive additional training internally when they transfer to the unit.

g. Legal and Procedural Rules

It is the policy of the YCPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

(2) There have been no complaints or concerns regarding the department's military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought with the exception of additional ammunition needed for training or deployment.

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6. **Combined Systems LC5 40MM Launching Cup:** Cups that attaches to 12 gauge less lethal shotguns, which allow officers to launch canisters of chemical agents or smoke.

a. Description. quantity. capabilities. and purchase cost

i. COMBINED SYSTEMS LC5 40MM LAUNCHING CUP, cost: \$150, quantity: 1.

The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12-gauge shotgun and the munition launched with our model 2600 launching cartridge.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Allows chemical agents to be deployed from a distance, behind cover and concealment.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
4. Training exercises or approved demonstrations.

d. Lifespan

Combined Systems LC5 40MM Launching Cup- 25 years

e. Fiscal Impact

No annual maintenance.

There are no additional training costs for this.

f. Training

Officers utilizing the launching cups are trained by POST-certified chemical agent instructors.

g. Legal and Procedural Rules

Use is established under the Standard Operating Procedure and Policy 707. It is the policy of the Yuba City Police Department to utilize the 40mm Launching Cup only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

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(2) There have been no complaints or concerns regarding the department's military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought.

7. **Distraction Devices:** A device used to distract dangerous people.

a. Description, quantity, capabilities, and purchase cost

i. COMBINED TACTICAL SYSTEMS, 7290-2 FLASH-BANG, cost: \$68 ea., quantity: (up to 60). A non-bursting, non-fragmenting multi (2)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

ii. COMBINED TACTICAL SYSTEMS, 7290-9 FLASH-BANG, cost: \$148 ea., quantity: (up to 50). A non-bursting, non-fragmenting multi (9)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. One of these devices was used in training and one was used during a real-world incident

iii. COMBINED TACTICAL SYSTEMS, 7290M MINI FLASH-BANG, cost: \$48 ea., quantity: (up to 150). The 7290M Flash-Bang exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces, the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candelas of light. 8 of these devices were used on real-world incidents and 3 were used during training.

b. Purpose

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. Authorized Use

Diversionsary Devices shall only be used:

1. By officers who have been trained in their proper use.
2. In hostage and barricaded subject situations.

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3. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
4. During other high-risk situations where their use would enhance officer safety.
5. During training exercises.

d. Lifespan

Until used.

e. Fiscal Impact

No annual maintenance. There is no training cost outside of normal scheduled SWAT training. The cost of training devices is approximately \$1,080 (approximately 2 devices deployed in training per year, per operator). During 2025, \$2,630.18 was spent on replenishing the inventory of distraction devices. Budgeted police funds are used for the replacement costs of this equipment.

f. Training

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

g. Legal and Procedural Rules

Use is established under General Order 580.16. It is the policy of the YCPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

(2) There have been no complaints or concerns regarding the department's military equipment in 2025.

(3) The results of any internal audits have revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought, with the exception of additional devices needed to re-supply inventory due to training or deployments.

8. **Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

a. Description. quantity. capabilities. and purchase cost

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i. GA Precision (AR-10).308 CALIBER RIFLE, MODEL GAP-10, cost: \$3,580.00, quantity: 1. The GAP-10 with 18" barrel, AR-10, is a precision style rifle. This firearm is chambered in .308 Winchester/7.62 NATO and has an 18" barrel. This rifle is primarily used in an overwatch capacity to protect the community during large events and Tactical Situations that require Sniper Response. The GAP-10 is no longer being produced. The 2nd Generation GAP-10 retails for \$3,724.00.

ii. FNH SCAR-17.308 caliber rifle, cost: \$1800 each. Quantity: 2. The SCAR with 18" barrel a precision-styled rifle that is more powerful than a standard rifle. The firearm is chambered in a .308 Winchester/7.62 NATO. This rifle is primarily used an overwatch capacity to protect the community during large events and Tactical Situations that require Sniper Response.

iii. Hornady .308 Winchester 168 gr ELD-M Tap rifle round cost, \$250 per case of 200. Quantity: (up to 40 cases).

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use

Only members who are POST certified are authorized to use a rifle.

d. Lifespan

GA Precision GAP-10.308 rifle -15 years

(SCAR INCLUSION) FNH SCAR-17.308 caliber rifle -15 years

(.308 AMMO INCLUSION) Hornady .308 Winchester 168 gr ELD-M Tap rifle round – No expiration

e. Fiscal Impact

Annual maintenance is approximately \$50 for each rifle. The associated training cost is for the .308 ammunition. During 2025, \$1,609 was spent on .308 ammunition for training. Funds for maintenance and ammunition are from budgeted police equipment funding.

f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members who operate any rifle are required to pass a range qualification two times a year.

g. Legal and Procedural Rules

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Use is established under the Standard Operating Procedure. It is the policy of the Yuba City Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

- (2) There have been no complaints or concerns regarding the military equipment in 2025.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

9. **Chemical Agent and Smoke Canisters:** Canisters that contain chemical agents that are released when deployed.

a. Description. quantity. capabilities. and purchase cost

i. COMBINED TACTICAL SYSTEMS (CTS), Baffled Riot CS Smoke Grenade,#5230B, cost: \$39.81, quantity: (Up to 60). This pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. The munition is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.2 in. by 2.6 in. and holds approximately 25 gm. of active agent payload. It has an approximate burn time of 20-40 seconds.

ii. COMBINED TACTICAL SYSTEMS (CTS), 40mm CS Liquid Barricade Projectile,#4330, cost: \$26.97, quantity: (Up to 75). The 40mm CS Liquid Barricade Projectile is designed specifically for penetrating intermediate barriers, such as single pane exterior windows, vehicle windows, pressed wood particle doors, 1-2 layers of wallboard, and interior hollow core doors, and deliver irritant agents into an adjacent room(s). This launchable munition is 4.1 in. long and 40mm in diameter and holds approximately 10 gm of active agent.

iii. COMBINED TACTICAL SYSTEMS (CTS), Outdoor Tactical Grenade CS, #8230, cost \$25.37, quantity: (Up to 30). The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically, for outdoor use or in a "Fire safe deployment canister" and it should not be deployed on rooftops, in crawl spaces or indoors due to fire-producing capability. Can be hand thrown or launched. This grenade will deliver approximately 30 gm. of agent during its 20-40 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections.

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iv. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210. cost: \$31.72, quantity: (Up to 20). White indoor/outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits gray-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.

v. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210HC. cost: \$35.50, quantity: (Up to 35). White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits gray-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.

vi. COMBINED TACTICAL SYSTEMS (CTS), OC-CS Vapor Grenade, #6343, cost: \$43., quantity: (Up to 10). The OC-CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) and compound 2-chlorobenzalmalonitrile (CS) in a powerful mist. The grenade is designed for indoor use in confined areas and, once deployed, inflames the mucous membranes and exposed skin, resulting in an intense burning sensation. The incapacitating effect of the OC-CS Vapor on the subject is dramatic and requires no personal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC-CS Vapor Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder -or liquid devices is not practical or desired. -The munitions contain 30 gm of active OC-CS chemical agents.

vii. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3°-k FOGGER, 6 OUNCE, #56854, cost: \$24.90, quantity: (Up to 20). The 6 oz. OC Aerosol Grenade will deliver its payload of 1.3% MCo/o OC in 20-25 seconds. This is an anatomized mist which enhances the pungent 1.3°-k OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimal cleanup. The canister may also be handheld to direct the spray pattern. This product is designed to provide room-clearing ability with minimum cleanup requirements.

viii. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3% FOGGER, 1 OUNCE, #56814, cost: \$18.65, quantity: (Up to 20). The 1 oz. OC Aerosol Grenade will deliver its payload of 1.3°-k MC% OC in 20-25 seconds. It is ideal for situations where the use of pyrotechnic, powder, or liquid devices is not practical or desired. The 1.3% Major Capsaicinoids provides sufficient effects in confined areas of up to 6,000 cubic feet such as attics, crawl spaces, garages, and interior rooms. The Aerosol Grenade Fogger was designed as an operator controlled instantaneous initiated aerosol grenade. It is a non- pyrotechnic that contains no CFCs, is not a fire hazard and requires minimal decontamination.

ix. DEFENSE TECHNOLOGY, MUZZLE BANG LAUNCHING CARTRIDGE, 12 gauge. #1210, cost \$8.50, quantity (Up to 30). This munition incorporates an opaque shell and

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utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management or for propelling grenades when using the 1370 Launching Cup.

x. COMBINED TACTICAL SYSTEMS (CTS) CS Flameless Expulsion Canister Grenade #5430, cost \$49.82, quantity: (up to 30). This non-pyrotechnic grenade is designed for indoor use, delivering a maximum amount of irritant smoke with no risk of fire. The munition is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.2 in. by 2.6 in. and holds approximately 12 gm. of active agent payload. It has an instantaneous discharge time.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive individuals and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. Authorized Use

Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

d. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

e. Lifespan

5 years from the manufacturing date. Budgeted police funds are used for the training costs of this equipment.

f. Fiscal Impact

No annual maintenance. Training cost is the replacement of training and gas used during actual deployments. During 2025, a re-supply of chemical agents cost the following:
\$2,049.70

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g. Legal and Procedural Rules

Use is established under the Yuba City Police Department Chemical Agent Manual 580."07. It is the policy of the Yuba City Police Department to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

(2) There have been no complaints or concerns regarding the military equipment in 2025.

(3) There have been no violations of the military equipment use policy, or any actions taken in response.

(6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

10. **Explosive Breaching Tools:** Tools that are used to conduct an explosive breach.

a. Description. quantity. capabilities. and purchase cost

i. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN, Cost: \$500, quantity: 3. This weapon allows for Breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flashbang round. A less lethal 2.4- inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).

ii. ROYAL ARMS TESAR-1 ORANGE CAP 275 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used to destroy solid wood doors, locks and hinges

iii. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 200). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.

iv. ROYAL ARMS TESC#3 GREEN CAP 375 GRAIN CLAYVON FRANGIBLE BREACHING ROUND, Cost: \$5 per round, quantity (Up to 30). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.

v. ROYAL ARMS FB-82H 12-GAUGE 82 GRAIN FLASH BANG HARD BREACHING ROUND, Cost: \$6.50 per round, quantity: (Up to 30)The rounds are fired from a breaching shotgun and is used as a diversionary round and can be used to break glass and shot at a velocity of 270-290 feet per second (FPS).

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vi. ROYAL ARMS MB-70S 12 GAUGE MUZZLE BLAST FLASH BANG SOFT BREACHING ROUND, cost: \$6.50 per round, quantity: (Up to 30)The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.

vii. ROYAL ARMS TESAR-4 YELLOW CAP 750 GRAIN COPPER FRANGIBLE BREACHING ROUND, cost: \$9 per round, quantity: 1 (Up to 30)The round is fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.

b. Items intended to be purchased during 2025

The following list of items would need to be purchased as an initial start-up for an explosive breaching program. Annual costs would just replace items as they run out.

Total annual cost of maintenance is listed in the fiscal impact below. The equipment would be purchased utilizing budgeted funds for police equipment.

Energetic Compositions (5 year shelf life)

- (a) 18 gr Det Cord 200' (Up to)(est. \$200)
 - 1. Can be used to create precision-based charges
 - 2. Can create up to 33 linear charges
- (b) 25 gr Det Cord 200' (Up to)(est. \$200)
 - 1. Used to +/- N.E.W (net explosive weight) with moderate adjustments
 - 2. Can create up to 33 linear charges
- (c) 50 gr Det Cord 200' (Up to)(est. \$200)
 - 1. The standard composition for Law Enforcement programs
 - 2. Can create up to 33 linear charges
- (d) 100 gr Det Cord 200' (Up to)(est. \$200)
 - 1. Most suitable for commercial and/or security screen doors
 - 2. Can create up to 33 linear charges
- (e) 14 gr Blasting caps (qt 25) with 30' leads (est. \$15ea/ \$375 total)

Non-consumable Components:

- (a) CGS Pandora Firing system x2 (est. \$2,200)
- (b) Coyote Gordita Energetics equipment bag x2 (est. \$200)
- (c) Measuring tape x2 (est. \$20)
- (d) Razor knives x2 (est. \$20)
- (e) Storage Type 2 Magazine (already possessed)
- (f) Storage Type 3 Magazine (1 day box) (est. \$1000)
- (g) Shock tube cutters (PTFE) x4 (est. \$40)
- (h) Soileater shocktube container (2) (est. \$50)

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Consumable Components:

- (a) 209 primers (50-100) (est. \$20)
- (b) Breachers tape (2 50" rolls 60mil) (est. \$114)
- (c) Hydrogel tape (1 300' roll) (already possessed)
- (d) Duct Tape (5 rolls) (est. \$40)
- (e) Electrical Tape (5 rolls) (est. \$25)
- (f) Gaffers Tape (5 rolls) (est. \$50)
- (g) Double-sided Tape (generic 2 rolls) (est. \$25)
- (h) K-Clips (50 pack) (est. \$250)
- (i) Delivery Hose (free through YCFD/LFD)
- (j) 330B 8" rubber plates x4 (est. \$50)
- (k) Water bags/IV bags (free)
- (l) Gel powder (\$20)
- (m) FRP Trim ¼" x 1-3/8"x96" (8) (est. \$40)
- (n) Miscellaneous: rubber strips, food containers, pipe insulation, rubber bands, otter pops, hot glue gun, etc. (est. \$75)

c. Purpose

To safely gain entry into a structure. The following items would be purchased in 2026 and are intended to give the SWAT Team the capability to utilize explosive breaching. Explosive breaching is a fast, effective, and safe way to gain quick entry into a dwelling or structure during high-risk situations.

d. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. Use of explosive breaching equipment requires officers to be trained in the application of the equipment.

e. Lifespan

- (a) Breaching Shotgun- 25 years
- (b) Royal Arms Tesar-1 orange cap 275 grain copper breaching round- 5 years
- (c) Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years
- (d) Royal Arms Tesar-3 green cap 375 grain clayvon frangible breaching round- 5 years
- (e) Royal Arms FB-82H 12-gauge 82 grain flash bang hard core breaching round- 5
- (f) Royal Arms MB-70S 12-gauge muzzle blast flash bang soft breaching round- 5 years
- (g) Royal Arms Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years
(Initially excluded lifespan information)

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- (h) Energetic Compositions- 5 years
- (i) Non-Consumable Components- Varies by an excess of 5 years
- (j) Consumable Components- 2-3 years, depending on the product

f. Fiscal Impact

Annual maintenance is approximately \$500 for 12 gauge shotgun rounds. The initial startup for the explosive breaching program is \$5,414, which is a shared cost with the Yuba County Sheriff's Department (\$2,707 is the YCPD portion). Estimated replacement cost of items associated with explosive charge breaching is up to \$950.

This is a split cost with the Yuba County Sheriff's Department. Training cost is the actual cost of any replacement rounds for shotgun breaching. Training costs for explosive breaching is an average of \$2,000 per year. This is based on a total of 4 trained operators attending a course every 3 years to stay current on breaching. There were no additional replacement 12 gauge rounds during 2025. Budgeted police funds are used for the replacement costs of this equipment.

f. Training

Shotgun breaching or explosive breaching shall be limited to SWAT personnel who have attended a Shotgun Breaching or explosive breaching course or received documented training.

g. Legal and Procedural Rules

It is the policy of the Yuba City Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

- (2) There have been no complaints or concerns regarding the military equipment in 2025.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) Replacement rounds for 12-gauge breaching rounds may be sought if needed. The above-listed items are being sought for purchase during 2026.

11. PepperBall Launcher: A device that discharges irritant projectiles.

a. Description. quantity. capabilities. and purchase cost

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- i. PepperBall VKS CARBINE, cost: \$1300, quantity 4. The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall VKS Carbine features a Dual Feed System that offers the ability to quickly switch between Hopper mode and Magazine mode for optimum versatility.
- ii. PepperBall FTC PRO Launcher, cost \$700, quantity 2. The FTC Launcher is a compressed air-powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall FTC is a hopper-fed semi-auto system.
- iii. PepperBall LIVE PROJECTILE, cost: \$2 per projectile, quantity 50 (up to 500). The basic PepperBall projectile contains 2% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.
- iv. PepperBall LIVE-X PROJECTILE, cost: \$3 per projectile, quantity 100 (up to 200)
The Live Projectile contains a concentrated amount of PAVA pepper powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.
- v. PepperBall LIVE MAXX PROJECTILE, cost \$6 per projectile, quantity 50 (up to 100). The Live Maxx projectile contains a concentrated amount of PAVA pepper powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5%MAXSAICINPAVA Powder.
- vi. PepperBall INERT PROJECTILE, cost: \$.80 per projectile, quantity 950 (up to 1500). The VXR Inert Projectile is a non-lethal round. The projectile contains approximately no PAVA powder. This projectile is best for direct impact with no PAVA powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.0% PAVA powder.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.

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iv. Potentially vicious animals.

v. Training exercises or approved demonstrations.

c. Authorized Use

Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

d. Training

Sworn members utilizing PepperBall launchers and projectiles are trained in their use by POST-certified less lethal and chemical agents instructors.

e. Lifespan

i. PepperBall VKS Carbine- 20 years

ii. PepperBall FTC PRO Launcher- 20 years

iii. PepperBall Live Projectile- 3 years

iv. PepperBall Live-X Projectile- 3 years

v. PepperBall Live MAXX Projectile- 3 years

vi. PepperBall Inert Projectile- 3 years

vii. PepperBall VXR Inert projectiles - 3 years

f. Fiscal impact

Annual maintenance is approximately \$50 for each PepperBall launcher. During 2025, \$4,110 in Pepperball rounds was purchased to re-supply rounds used during training and deployments. Budgeted police funds are used for the replacement costs of this equipment.

g. Legal and Procedural Rules

Use is established under Yuba City Police Department policy 303. It is the policy of the Yuba City Police Department to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

(2) There have been no complaints or concerns regarding the military equipment in 2025.

(3) There have been no violations of the military equipment use policy, or any actions taken in response.

(6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

Military Equipment

I. MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without city council approval to maintain essential availability for the Department's needs. Yuba City Police Department is authorized to acquire additional stock of items listed here from other law enforcement agencies of CalCES in the event of an emergency when approved by the COP or designee.

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

Military Equipment

- a. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- b. Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Military equipment shall only be used by a Department employee only after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed, unless exigent circumstances arise.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid or law enforcement related services to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid and/or assistance.

707.7 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

The Department shall submit an annual military equipment report to City Council that addresses each type of military equipment possessed by the Department.

The Department shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- a. A summary of how the military equipment was used and the purpose of its use.
- b. A summary of any complaints or concerns received concerning the military equipment.
- c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- e. The quantity possessed for each type of military equipment.
- f. If YCPD intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
- g. Within 30 days of submitting and publicly releasing an annual military equipment report, YCPD shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and YCPD's funding, acquisition, or use of military equipment. This shall occur as a part of YCPD's presentation to the governing body.

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CATALOGING OF MILITARY USE EQUIPMENT

All military use equipment kept and maintained by the Yuba City Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description of the equipment.
2. The capabilities of the equipment.
3. The purposes and authorized uses for which the Department proposes to use the equipment.
4. The expected lifespan of the equipment.
5. The fiscal impact of the equipment, both initially and for on-going maintenance.
6. The quantity of the equipment, whether maintained or sought.

COMPLIANCE

1. The Field Operations Division Commander will ensure that all Department members comply with this policy. The Commander will conduct an annual audit with the assistance of Patrol Division Lieutenants. The Chief of Police or designee will be notified of any policy violations and, if needed, the violation(s) will be referred to the Investigation Division Commander and handled in accordance with YCPD policy. All instances of non-compliance will be reported to City Council via the annual military equipment report.

2. Any member of the public can register a question or concern regarding military use equipment by contacting the Yuba City Police Department's Records Unit via email at policerecords@yubacity.net. A response to the question or concern shall be completed by the Department in a timely manner.

3. Any member of the public can submit a complaint to any member of the Department and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it should be routed to the Patrol Division Commander.

FUNDING

The Department shall seek council approval for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

1. The Department has authority to apply for funding prior to obtaining council approval and utilizing newly acquired equipment in the case of exigent circumstances. The Department shall obtain council approval as soon as practicable.

707.8 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

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707.9 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

707.10 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Approve Title Change and Salary Adjustments for Fleet Maintenance Positions
Recommendation: Adopt a Resolution taking the following actions effective April 18, 2026:
 A. Approve a title change for Fleet Maintenance Supervisor to Fleet Supervisor
 B. Adjust the salary range for Fleet Maintenance Mechanic I to \$5,143-\$6,250/monthly
 C. Adjust the salary range for Fleet Maintenance Mechanic II to \$5,656-\$6,875/monthly
 D. Adjust the salary range for Senior Fleet Maintenance Mechanic to \$6,222-\$7,563/monthly
 E. Adjust the salary range for Fleet Supervisor to \$7,941-\$9,653/monthly
Fiscal Impact: Estimated increase to salaries and benefits in the amount of \$16,912 to Budget Unit 6605 – Vehicle Maintenance Fund for the remainder of Fiscal Year 2025-26. There are sufficient savings from unused extra help budgeted amounts to cover the increased cost for the remainder of this fiscal year.

The full year cost of these adjustments for salaries and benefits is estimated to be \$109,928. This amount will be included in the recommended budget for FY2026-27 with corresponding decreases in the operating budget for the Vehicle Maintenance Internal Service Fund.

Purpose:

To adjust the salary ranges for Fleet Maintenance Mechanics to encourage retention and compensate employees consistently with industry standards.

Background:

The industry standard in California for mechanics who are required to furnish their own hand tools and equipment is that they be paid at least two times the minimum wage or \$33.80 per hour (Section 9(B) of the California Industrial Welfare Commission (IWC) Order No. 4-2001 regulating the wages, hours and working conditions in the Professional, Technical, Clerical, Mechanical and Similar Occupations). While this IWC Order does not apply to the City, it is the City's desire that its positions keep pace with the industry standard.

Analysis:

At the request of the Director of Public Works, Human Resources reviewed the salaries for the Fleet Maintenance Mechanic class series in relation to the California Industrial Wage Order. Yuba City's Fleet Maintenance Mechanic II is the journey level class in the Fleet Maintenance Mechanic job series.

Incumbents are required to provide and maintain a set of adequate and appropriate mechanic's hand tools in accordance with minimum tool requirements established by the City. The current salary range for the class is \$4,750 to \$5,774 monthly, or \$27.40 to \$33.31 hourly. Effective January 1, 2026, the California minimum wage increased to \$16.90 per hour, up from \$16.50 in 2025.

The industry standard for wages for mechanics who are required to furnish their own hand tools and equipment per the California IWC Order is two times the minimum wage, or \$33.80 per hour. The IWC Order does not apply to California cities; however, to encourage retention and ensure equitable treatment it is the City's desire that its mechanic positions keep pace with the industry standard.

Human Resources recommends the following:

- That the pay rate for Fleet Maintenance Mechanic II be set at \$32.63 to \$39.67 per hour. This amounts to \$5,656 to \$6,875 monthly, an approximate 19% increase. New hires into the City's Fleet Maintenance Mechanic II would meet the industry standard at Step 3 of the nine step salary range (\$34.26/hour).
- That the pay rate for Fleet Maintenance Mechanic I be set at 10% below the pay rate for Fleet Maintenance Mechanic II, or \$29.67 to \$36.06 per hour. This amounts to \$5,143 to \$6,250 monthly, an approximate 19% increase. Fleet Maintenance Mechanic I's are not required to furnish their own mechanic's hand tools and, as a result, are not subject to the same industry standard; regardless, the industry standard would still be met by Step 7 of the nine step salary range (\$34.34/hour).
- That the pay rate for Senior Fleet Maintenance Mechanic be set at 10% above the pay rate for Fleet Maintenance Mechanic II, or \$35.90 to \$43.63 per hour. This amounts to \$6,222 to \$7,563 monthly, an approximate 19% increase. New hires would meet the industry standard upon hire at Step 1 of the salary range (\$35.90/hour).

The City's prevailing practice for salaries for maintenance supervisors has been to place the position at approximately 5% above the top step of the highest paid subordinate position. The new recommended top step salary for Sr. Fleet Maintenance Mechanic is \$7,563; therefore, the new Step 1 for Fleet Supervisor is recommended to be set at 5% above which is \$7,941, an approximate 32% increase.

Lastly, it is recommended that the Fleet Maintenance Supervisor title be changed to Fleet Supervisor. Removing "maintenance" from the title reflects that the position's duties have evolved to include a variety of duties that extend beyond supervising Fleet Maintenance Mechanics. These duties include, but are not limited to, supervising the purchase and leasing of new vehicles and equipment, tracking auto insurance and registration requirements for all City vehicles and equipment, administering the fuel card program for all City drivers, and coordinating and maintaining the City's fleet of loaner cars and trucks for department employee use.

Fiscal Impact:

The increased cost for salaries and benefits resulting from these recommended salary adjustments is estimated to be \$16,912 to Budget Unit 6605 – Vehicle Maintenance Fund for the remainder of Fiscal Year 2025-26. There are sufficient savings from unused budgeted amounts for Extra Help staffing to cover the increased cost for the remainder of this fiscal year.

The full year cost of these adjustments for salaries and benefits is estimated to be \$109,928. This amount will be included in the recommended budget for FY2026-27 with corresponding decreases in the operating budget for the Vehicle Maintenance Internal Service Fund.

Alternatives:

Do not approve the recommended actions.

Attachments:

1. Resolution - Salary Adj for Fleet Maint
2. Exhibit A - Fleet Salary Sched

Prepared By:

Gina Rowland
Human Resources Director

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A TITLE CHANGE FOR THE FLEET MAINTENANCE SUPERVISOR,
AND APPROVING SALARY ADJUSTMENTS
FOR FLEET MAINTENANCE MECHANICS**

WHEREAS, the industry standard in California for mechanics who are required to furnish their own hand tools and equipment is that they be paid at least two times the minimum wage; and

WHEREAS, the California minimum wage increased to \$16.90 per hour effective January 1, 2026; and

WHEREAS, the Director of Public Works requested that Human Resources review the salaries for the Fleet Maintenance Mechanic class series in relation to the California Industrial Wage Order (IWC); and

WHEREAS, the IWC Order does not apply to California cities; however, it is the City's desire to encourage retention and compensate employees consistently with industry standards; and

WHEREAS, the Fleet Maintenance Supervisor's duties have evolved to include a variety of duties that extend beyond supervising Fleet Maintenance Mechanics.

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

The Director of Human Resources is hereby authorized to modify the publicly available compensation schedule to implement the provisions of this Resolution:

- A. Approve a title change for Fleet Maintenance Supervisor to Fleet Supervisor.
- B. Approve the adjustments to the City's salary schedule as set forth in Exhibit A for Fleet Maintenance Mechanic I, Fleet Maintenance Mechanic II, Senior Fleet Maintenance Mechanic, and Fleet Supervisor.
- C. The changes set forth herein shall be effective April 18, 2026.

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 7th day of April 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

Approved as to Form:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Salary Schedule Amendments (Effective April 18, 2026)

EXHIBIT A

CITY OF YUBA CITY
 SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
 EFFECTIVE APRIL 18, 2026

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS																	
			1	2	3	4	5	6	7	8	9									
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081	7,435	7,807	8,197	8,607	8,607	Monthly											
			40.85	42.89	45.04	47.29	49.66	49.66	Hourly											
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,412	6,733	7,070	7,423	7,793	7,793	Monthly											
			36.99	38.84	40.79	42.83	44.96	44.96	Hourly											
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987	5,236	5,498	5,773	6,062	6,062	Monthly											
			28.77	30.21	31.72	33.31	34.97	34.97	Hourly											
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391	5,661	5,944	6,241	6,553	6,553	Monthly											
			31.10	32.66	34.29	36.01	37.81	37.81	Hourly											
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210	6,520	6,846	7,188	7,547	7,547	Monthly											
			35.83	37.62	39.50	41.47	43.54	43.54	Hourly											
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	6,058	6,361	6,679	7,013	7,013	Monthly											
			33.29	34.95	36.70	38.53	40.46	40.46	Hourly											
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,754	3,942	4,139	4,346	4,564	4,564	Monthly											
			21.66	22.74	23.88	25.07	26.33	26.33	Hourly											
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	4,130	4,337	4,554	4,782	5,020	5,020	Monthly											
			23.83	25.02	26.27	27.59	28.96	28.96	Hourly											
4219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	5,143	5,400	5,670	5,953	6,250	6,250	Monthly											
			29.67	31.15	32.71	34.34	36.06	36.06	Hourly											
4220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	5,656	5,939	6,236	6,548	6,875	6,875	Monthly											
			32.63	34.26	35.98	37.78	39.67	39.67	Hourly											
4225	FLEET MAINTENANCE MECHANIC-SENIOR	PEU, Local 1	6,222	6,533	6,860	7,203	7,563	7,563	Monthly											
			35.90	37.69	39.58	41.56	43.63	43.63	Hourly											
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,720	6,006	6,306	6,622	6,622	Monthly											
			31.43	33.00	34.65	36.38	38.20	38.20	Hourly											
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994	6,294	6,609	6,939	7,286	7,286	Monthly											
			34.58	36.31	38.13	40.03	42.03	42.03	Hourly											
4281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,853	6,146	6,453	6,776	7,114	7,114	Monthly											

CITY OF YUBA CITY
 SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
 EFFECTIVE APRIL 18, 2026

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

JCN	CLASSIFICATION	1	2	3	4	5	6	7	8	9	
	Bargaining Group	SALARY STEPS									
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
	PEU, Local 1	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	3,754	3,848	3,942	4,041	4,139	4,243	4,346	4,455	4,564	Monthly
	PEU, Local 1	21.66	22.20	22.74	23.31	23.88	24.48	25.07	25.70	26.33	Hourly
5083	FIELD CUSTOMER SERVICE REP II	4,130	4,234	4,337	4,446	4,554	4,668	4,782	4,901	5,020	Monthly
	PEU, Local 1	23.83	24.43	25.02	25.65	26.27	26.93	27.59	28.28	28.96	Hourly
5219	FLEET MAINTENANCE MECHANIC I	5,143	5,272	5,400	5,535	5,670	5,812	5,953	6,102	6,250	Monthly
	PEU, Local 1	29.67	30.42	31.15	31.93	32.71	33.53	34.34	35.20	36.06	Hourly
5220	FLEET MAINTENANCE MECHANIC II	5,656	5,798	5,939	6,088	6,236	6,392	6,548	6,712	6,875	Monthly
	PEU, Local 1	32.63	33.45	34.26	35.12	35.98	36.88	37.78	38.72	39.67	Hourly
5225	FLEET MAINTENANCE MECHANIC-SENIOR	6,222	6,378	6,533	6,697	6,860	7,032	7,203	7,383	7,563	Monthly
	PEU, Local 1	35.90	36.80	37.69	38.64	39.58	40.57	41.56	42.59	43.63	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	5,448	5,584	5,720	5,863	6,006	6,156	6,306	6,464	6,622	Monthly
	PEU, Local 1	31.43	32.22	33.00	33.83	34.65	35.52	36.38	37.29	38.20	Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	5,994	6,144	6,294	6,452	6,609	6,774	6,939	7,111	7,286	Monthly
	PEU, Local 1	34.58	35.45	36.31	37.22	38.13	39.08	40.03	41.03	42.03	Hourly
5281	INSTRUMENTATION TECHNICIAN I	5,853	6,000	6,146	6,300	6,453	6,615	6,776	6,945	7,114	Monthly
	PEU, Local 1	33.77	34.62	35.46	36.35	37.23	38.16	39.09	40.07	41.04	Hourly
5282	INSTRUMENTATION TECHNICIAN II	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
	PEU, Local 1	37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5283	INSTRUMENTATION TECHNICIAN III	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
	PEU, Local 1	40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5110	KENNEL ATTENDANT I	3,614	3,705	3,795	3,890	3,985	4,085	4,184	4,290	4,393	Monthly
	PEU, Local 1	20.85	21.38	21.89	22.44	22.99	23.57	24.14	24.75	25.35	Hourly
5111	KENNEL ATTENDANT II	3,975	4,075	4,174	4,279	4,383	4,493	4,602	4,717	4,833	Monthly
	PEU, Local 1	22.93	23.51	24.08	24.69	25.29	25.92	26.55	27.21	27.88	Hourly
5530	LABORATORY ANALYST I	5,567	5,706	5,845	5,991	6,137	6,291	6,444	6,606	6,768	Monthly
	PEU, Local 1	32.12	32.92	33.72	34.56	35.41	36.29	37.18	38.11	39.04	Hourly
5581	LABORATORY ANALYST II	6,124	6,277	6,430	6,591	6,751	6,920	7,089	7,266	7,444	Monthly
	PEU, Local 1	35.33	36.21	37.10	38.03	38.95	39.92	40.90	41.92	42.95	Hourly
5064	LABORATORY ASSISTANT	4,842	4,963	5,084	5,211	5,338	5,472	5,605	5,746	5,885	Monthly

CITY OF YUBA CITY
 SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
 EFFECTIVE APRIL 18, 2026

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					Monthly Hourly
			1	2	3	4	5	
6069	ACCOUNTANT - SENIOR	FLM	6,394 36.89	6,714 38.73	7,050 40.67	7,403 42.71	7,773 44.84	Monthly Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	6,750 38.94	7,087 40.89	7,441 42.93	7,813 45.08	8,203 47.33	Monthly Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	5,042 29.09	5,294 30.54	5,559 32.07	5,837 33.68	6,129 35.36	Monthly Hourly
6215	BUSINESS DEVELOPMENT LIAISON	FLM	6,950 40.10	7,298 42.10	7,663 44.21	8,046 46.42	8,448 48.74	Monthly Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708 38.70	7,043 40.63	7,395 42.66	7,765 44.80	8,153 47.04	Monthly Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	6,528 37.66	6,854 39.54	7,197 41.52	7,557 43.60	7,936 45.79	Monthly Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164 47.10	8,572 49.45	9,001 51.93	9,451 54.53	9,923 57.25	Monthly Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	8,130 46.90	8,537 49.25	8,964 51.72	9,412 54.30	9,883 57.02	Monthly Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937 40.02	7,284 42.02	7,648 44.12	8,030 46.33	8,431 48.64	Monthly Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025 34.76	6,326 36.50	6,642 38.32	6,974 40.23	7,322 42.24	Monthly Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	7,941 45.81	8,338 48.10	8,755 50.51	9,193 53.04	9,653 55.69	Monthly Hourly
6064*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,508	7,883	8,277	8,689	Monthly

CITY OF YUBA CITY
 SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
 EFFECTIVE APRIL 18, 2026

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									Monthly Hourly																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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6469	ACCOUNTANT - SENIOR	FLM	6,394	6,554	6,714	6,882	7,050	7,227	7,403	7,588	7,773	7,958	8,143	8,328	8,513	8,698	8,883	9,068	9,253	9,438	9,623	9,808	9,993	10,178	10,363	10,548	10,733	10,918	11,103	11,288	11,473	11,658	11,843	12,028	12,213	12,398	12,583	12,768	12,953	13,138	13,323	13,508	13,693	13,878	14,063	14,248	14,433	14,618	14,803	14,988	15,173	15,358	15,543	15,728	15,913	16,098	16,283	16,468	16,653	16,838	17,023	17,208	17,393	17,578	17,763	17,948	18,133	18,318	18,503	18,688	18,873	19,058	19,243	19,428	19,613	19,798	19,983	20,168	20,353	20,538	20,723	20,908	21,093	21,278	21,463	21,648	21,833	22,018	22,203	22,388	22,573	22,758	22,943	23,128	23,313	23,498	23,683	23,868	24,053	24,238	24,423	24,608	24,793	24,978	25,163	25,348	25,533	25,718	25,903	26,088	26,273	26,458	26,643	26,828	27,013	27,198	27,383	27,568	27,753	27,938	28,123	28,308	28,493	28,678	28,863	29,048	29,233	29,418	29,603	29,788	29,973	30,158	30,343	30,528	30,713	30,898	31,083	31,268	31,453	31,638	31,823	32,008	32,193	32,378	32,563	32,748	32,933	33,118	33,303	33,488	33,673	33,858	34,043	34,228	34,413	34,598	34,783	34,968	35,153	35,338	35,523	35,708	35,893	36,078	36,263	36,448	36,633	36,818	37,003	37,188	37,373	37,558	37,743	37,928	38,113	38,298	38,483	38,668	38,853	39,038	39,223	39,408	39,593	39,778	39,963	40,148	40,333	40,518	40,703	40,888	41,073	41,258	41,443	41,628	41,813	42,000	42,185	42,370	42,555	42,740	42,925	43,110	43,295	43,480	43,665	43,850	44,035	44,220	44,405	44,590	44,775	44,960	45,145	45,330	45,515	45,700	45,885	46,070	46,255	46,440	46,625	46,810	46,995	47,180	47,365	47,550	47,735	47,920	48,105	48,290	48,475	48,660	48,845	49,030	49,215	49,400	49,585	49,770	49,955	50,140	50,325	50,510	50,695	50,880	51,065	51,250	51,435	51,620	51,805	51,990	52,175	52,360	52,545	52,730	52,915	53,100	53,285	53,470	53,655	53,840	54,025	54,210	54,395	54,580	54,765	54,950	55,135	55,320	55,505	55,690	55,875	56,060	56,245	56,430	56,615	56,800	56,985	57,170	57,355	57,540	57,725	57,910	58,095	58,280	58,465	58,650	58,835	59,020	59,205	59,390	59,575	59,760	59,945	60,130	60,315	60,500	60,685	60,870	61,055	61,240	61,425	61,610	61,795	61,980	62,165	62,350	62,535	62,720	62,905	63,090	63,275	63,460	63,645	63,830	64,015	64,200	64,385	64,570	64,755	64,940	65,125	65,310	65,495	65,680	65,865	66,050	66,235	66,420	66,605	66,790	66,975	67,160	67,345	67,530	67,715	67,900	68,085	68,270	68,455	68,640	68,825	69,010	69,195	69,380	69,565	69,750	69,935	70,120	70,305	70,490	70,675	70,860	71,045	71,230	71,415	71,600	71,785	71,970	72,155	72,340	72,525	72,710	72,895	73,080	73,265	73,450	73,635	73,820	74,005	74,190	74,375	74,560	74,745	74,930	75,115	75,300	75,485	75,670	75,855	76,040	76,225	76,410	76,595	76,780	76,965	77,150	77,335	77,520	77,705	77,890	78,075	78,260	78,445	78,630	78,815	79,000	79,185	79,370	79,555	79,740	79,925	80,110	80,295	80,480	80,665	80,850	81,035	81,220	81,405	81,590	81,775	81,960	82,145	82,330	82,515	82,700	82,885	83,070	83,255	83,440	83,625	83,810	83,995	84,180	84,365	84,550	84,735	84,920	85,105	85,290	85,475	85,660	85,845	86,030	86,215	86,400	86,585	86,770	86,955	87,140	87,325	87,510	87,695	87,880	88,065	88,250	88,435	88,620	88,805	88,990	89,175	89,360	89,545	89,730	89,915	90,100	90,285	90,470	90,655	90,840	91,025	91,210	91,395	91,580	91,765	91,950	92,135	92,320	92,505	92,690	92,875	93,060	93,245	93,430	93,615	93,800	93,985	94,170	94,355	94,540	94,725	94,910	95,095	95,280	95,465	95,650	95,835	96,020	96,205	96,390	96,575	96,760	96,945	97,130	97,315	97,500	97,685	97,870	98,055	98,240	98,425	98,610	98,795	98,980	99,165	99,350	99,535	99,720	99,905	100,090	100,275	100,460	100,645	100,830	101,015	101,200	101,385	101,570	101,755	101,940	102,125	102,310	102,495	102,680	102,865	103,050	103,235	103,420	103,605	103,790	103,975	104,160	104,345	104,530	104,715	104,900	105,085	105,270	105,455	105,640	105,825	106,010	106,195	106,380	106,565	106,750	106,935	107,120	107,305	107,490	107,675	107,860	108,045	108,230	108,415	108,600	108,785	108,970	109,155	109,340	109,525	109,710	109,895	110,080	110,265	110,450	110,635	110,820	111,005	111,190	111,375	111,560	111,745	111,930	112,115	112,300	112,485	112,670	112,855	113,040	113,225	113,410	113,595	113,780	113,965	114,150	114,335	114,520	114,705	114,890	115,075	115,260	115,445	115,630	115,815	116,000	116,185	116,370	116,555	116,740	116,925	117,110	117,295	117,480	117,665	117,850	118,035	118,220	118,405	118,590	118,775	118,960	119,145	119,330	119,515	119,700	119,885	120,070	120,255	120,440	120,625	120,810	120,995	121,180	121,365	121,550	121,735	121,920	122,105	122,290	122,475	122,660	122,845	123,030	123,215	123,400	123,585	123,770	123,955	124,140	124,325	124,510	124,695	124,880	125,065	125,250	125,435	125,620	125,805	125,990	126,175	126,360	126,545	126,730	126,915	127,100	127,285	127,470	127,655	127,840	128,025	128,210	128,395	128,580	128,765	128,950	129,135	129,320	129,505	129,690	129,875	130,060	130,245	130,430	130,615	130,800	130,985	131,170	131,355	131,540	131,725	131,910	132,095	132,280	132,465	132,650	132,835	133,020	133,205	133,390	133,575	133,760	133,945	134,130	134,315	134,500	134,685	134,870	135,055	135,240	135,425	135,610	135,795	135,980	136,165	136,350	136,535	136,720	136,905	137,090	137,275	137,460	137,645	137,830	138,015	138,200	138,385	138,570	138,755	138,940	139,125	139,310	139,495	139,680	139,865	140,050	140,235	140,420	140,605	140,790	140,975	141,160	141,345	141,530	141,715	141,900	142,085	142,270	142,455	142,640	142,825	143,010	143,195	143,380	143,565	143,750	143,935	144,120	144,305	144,490	144,675	144,860	145,045	145,230	145,415	145,600	145,785	145,970	146,155	146,340	146,525	146,710	146,895	147,080	147,265	147,450	147,635	147,820	148,005	148,190	148,375	148,560	148,745	148,930	149,115	149,300	149,485	149,670	149,855	150,040	150,225	150,410	150,595	150,780	150,965	151,150	151,335	151,520	151,705	151,890	152,075	152,260	152,445	152,630	152,815	153,000	153,185	153,370	153,555	153,740	153,925	154,110	154,295	154,480	154,665	154,850	155,035	155,220	155,405	155,590	155,775	155,960	156,145	156,330	156,515	156,700	156,885	157,070	157,255	157,440	157,625	157,810	157,995	158,180	158,365	158,550	158,735	158,920	159,105	159,290	159,475	159,660	159,845	160,030	160,215	160,400	160,585	160,770	160,955	161,140	161,325	161,510	161,695	161,880	162,065	162,250	162,435	162,620	162,805	162,990	163,175	163,360	163,545	163,730	163,915	164,100	164,285	164,470	164,655	164,840	165,025	165,210	165,395	165,580	165,765	165,950	166,135	166,320	166,505	166,690	166,875	167,060	167,245	167,430	167,615	167,800	167,985	168,170	168,355	168,540	168,725	168,910	169,095	169,280	169,465	169,650	169,835	170,020	170,205	170,390	170,575	170,760	170,945	171,130	171,315	171,500	171,685	171,870	172,055	172,240	172,425	172,610	172,795	172,980	173,165	173,350	173,535	173,720	173,905	174,090	174,275	174,460	174,645	174,830	175,015	175,200	175,385	175,570	175,755	175,940	176,125	176,310	176,495	176,680	176,865	177,050	177,235	177,420	177,605	177,790	177,975	178,160	178,345	178,530	178,715	178,900	179,085	179,270	179,455	179,640	179,825	180,010	180,195	180,380	180,565	180,750	180,935	181,120	181,305	181,490	181,675	181,860	182,045	182,230	182,415	182,600	182,785	182,970	183,155	183,340	183,525	183,710	183,895	184,080

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Approve Salary Adjustment for Business Development Manager
Recommendation: Adopt a Resolution adjusting the salary range for Business Development Manager to \$10,335 to \$12,563 monthly effective April 7, 2026
Fiscal Impact: Full year cost increase for salaries and benefits is estimated to be \$36,355 to Budget Unit 1910 – Development Services. There is no General Fund impact for Fiscal Year 2025-26.

Purpose:

To adjust the salary range for Business Development Manager to enable the City to recruit a well-qualified candidate for the position, which is essential to the City's ability to achieve its economic development priorities included in the City's 2026-2029 Strategic Plan.

Background:

The City currently has two job descriptions in place to perform business attraction and retention, and economic development functions. The Business Development Manager is a management level position that develops, plans and coordinates the City's business and economic development program and initiatives, including professional-level assignments in research, analysis, planning, and implementation. The Business Development Liaison is a journey level position that is responsible for creating and forming partnerships within the City and the community to facilitate and coordinate economic and business development initiatives and activities.

The Development Services Department has a funded Business Development Manager position in its budget for this current fiscal year; however, with concerns about the City's ability to successfully recruit at the higher level it was decided to underfill the position with a Business Development Liaison. Human Resources conducted a recruitment for a Business Development Liaison in January of this year. Specifically, the Department was seeking a motivated person with a strong communications background to build and enhance relationships in the business community. Nine applicants were interviewed and none were determined to meet the Department's needs for the position.

The City subsequently adopted its 2026-2029 Strategic Plan on February 17, 2026 which includes a significant focus on economic development. Key action items include building on Yuba-Sutter's sports and recreation culture by evaluating sites for a sports complex and working with local landowners, identifying City locations to locate new and unique entertainment / dining / retail experiences and

partnering with a master planning firm, local property owners, and citizens, and exploring innovative options for economic development and initiatives, with recommendations to City Council.

Analysis:

Given the strategic focus and significant economic development priorities included in the City's 2026-2029 Strategic Plan, the Business Development Manager would be the most appropriate position to ensure the City's long-term vision for success. Before opening another recruitment, Human Resources conducted a salary survey for Business Development Manager to determine how the City's salary compares to salaries for comparable positions in surrounding public agencies. The attached survey shows that the salary for Yuba City's position is nearly 23.5% below the market average.

In order to attract and retain a well-qualified candidate to assist the City in achieving its economic development priorities, staff recommends the salary range for Business Development Manager be adjusted by 23.45% to set the salary at the market average. The new recommended salary range is \$124,020 to \$150,756 annually, effective April 7, 2026. If approved, Human Resources would immediately commence a recruitment to fill the Business Development Manager vacant position.

Fiscal Impact:

The full year cost increase for salaries and benefits is estimated to be \$36,355 to Budget Unit 1910 – Development Services. There is no General Fund impact for the current fiscal year as the Business Development Manager position is currently vacant. If the position is able to be filled before the end of the fiscal year, there are sufficient salary savings to cover the increased cost due to the position remaining vacant for nearly the entire year.

Funds to cover the cost of the increase to salary and benefits will be included in the Development Services recommended budget for Fiscal Year 2026-27.

Alternatives:

Do not approve the recommended action. If this alternative is selected, it is unlikely the City will be successful in its recruitment efforts to fill this position.

Attachments:

1. Attach 1 - Bus Dev Mgr Sal Surv
2. Resolution - Salary Adj for Bus Dev Mgr
3. Exhibit A - Salary Schedule

Prepared By:

Gina Rowland
Human Resources Director

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

BUSINESS DEVELOPMENT MANAGER

3/16/2026

<u>Agency</u>	<u>Job Title</u>	<u>Top Step Salary</u>
City of Chico	Economic Development Manager	\$ 12,847
City of Davis	NCC - DH	
City of Lincoln	NCC - DH	
City of Lodi	NCC - DH	
City of Rocklin	NCC - DH	
City of Rancho Cordova	Economic Development Manager	\$ 14,847
City of West Sacramento	Economic Development Manager	\$ 13,212
City of Woodland	Business Engagement Manager*	\$ 9,240
County of Sutter	Economic Development Director	\$ 14,622
County of Yolo	Manager of Economic Resource Development	\$ 14,245
County of Yuba	Business Engagement Manager	\$ 8,927
	Average	\$ 12,563
City of Yuba City	Business Development Manager	\$ 10,178

23.43% below average

*Actual title: Business Engagement / Resource Conservation Program Manager

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SALARY ADJUSTMENT
FOR BUSINESS DEVELOPMENT MANAGER**

WHEREAS, the City adopted its 2026-2029 Strategic Plan on February 17, 2026 which includes a significant focus on economic development; and

WHEREAS, the Development Services Department has a Business Development Manager position funded in its budget for this current fiscal year; however, with concerns about the City's ability to successfully recruit at the higher level it was decided to underfill the position with a Business Development Liaison; and

WHEREAS, Human Resources conducted a recruitment for a Business Development Liaison in January of this year. Nine applicants were interviewed and none were determined to meet the department's needs for the position; and

WHEREAS, given the strategic focus and significant economic development priorities included in the City's 2026-2029 Strategic Plan, the Business Development Manager would be the most appropriate position to ensure the City's long-term vision for success; and

WHEREAS, Human Resources conducted a salary survey for Business Development Manager to determine how the City's salary compares to salaries for comparable positions in surrounding public agencies and found that the salary for Yuba City's position is nearly 23.5% below the market average; and

WHEREAS, it is recommended that the salary range for Business Development Manager be set at the market average in order to attract and retain a well-qualified candidate to assist the City in achieving its economic development priorities.

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

The Director of Human Resources is hereby authorized to modify the publicly available compensation schedule to implement the provisions of this Resolution:

- A. Approve an adjustment to the City's salary schedule as set forth in Exhibit A for Business Development Manager.
- B. The changes set forth herein shall be effective April 7, 2026.

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 7th day of April 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

Approved as to Form:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Salary Schedule Amendments (Effective April 7, 2026)

EXHIBIT A

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE APRIL 7, 2026

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
7025* BUSINESS DEVELOPMENT MANAGER	MM	10,335 59.63	10,852 62.61	11,395 65.74	11,965 69.03	12,563 72.48	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
7114* CITY CLERK ADMINISTRATOR - RISK MANAGER	MM	10,142 58.51	10,649 61.44	11,181 64.51	11,740 67.73	12,327 71.11	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
7160* DEPUTY DIRECTOR - UTILITIES	MM	9,989 57.63	10,488 60.51	11,012 63.53	11,563 66.71	12,141 70.05	Monthly Hourly
7110* DIVISION FIRE CHIEF	MM	11,720 67.62	12,306 71.00	12,921 74.54	13,567 78.27	14,245 82.18	Monthly Hourly
7120* ENGINEER - SENIOR	MM	9,350 53.94	9,818 56.64	10,309 59.48	10,824 62.45	11,366 65.57	Monthly Hourly
7200* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,534 55.00	10,011 57.76	10,512 60.65	11,037 63.68	Monthly Hourly
7205* INFORMATION SECURITY ADMINISTRATOR	MM	9,043 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

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE APRIL 7, 2026

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

CLASSIFICATION	Group	SALARY STEPS									
		1	2	3	4	5	6	7	8	9	
7565* ACCOUNTING MANAGER	MM	10,041	10,292	10,543	10,807	11,070	11,347	11,624	11,915	12,205	Monthly
		57.93	59.38	60.83	62.35	63.87	65.46	67.06	68.74	70.42	Hourly
7470* ADMINISTRATIVE ANALYST III	MM	7,761	7,955	8,149	8,353	8,556	8,770	8,984	9,209	9,433	Monthly
		44.78	45.89	47.01	48.19	49.36	50.60	51.83	53.13	54.42	Hourly
7525* ANIMAL SERVICES MANAGER	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
		49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7425* BUSINESS DEVELOPMENT MANAGER	MM	10,335	10,594	10,852	11,124	11,395	11,680	11,965	12,264	12,563	Monthly
		59.63	61.12	62.61	64.18	65.74	67.38	69.03	70.75	72.48	Hourly
7512* CHIEF BUILDING OFFICIAL	MM	9,857	10,104	10,350	10,609	10,868	11,140	11,411	11,696	11,981	Monthly
		56.87	58.29	59.71	61.21	62.70	64.27	65.83	67.48	69.12	Hourly
7419* CITY CLERK ADMINISTRATOR	MM	9,434	9,670	9,906	10,154	10,401	10,661	10,921	11,194	11,467	Monthly
		54.43	55.79	57.15	58.58	60.01	61.51	63.01	64.58	66.16	Hourly
7414* CITY CLERK ADMINISTRATOR - RISK MANAGER	MM	10,142	10,396	10,649	10,915	11,181	11,461	11,740	12,033	12,327	Monthly
		58.51	59.98	61.44	62.97	64.51	66.12	67.73	69.42	71.11	Hourly
7575* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298	11,581	11,863	12,160	12,456	12,768	13,079	13,406	13,733	Monthly
		65.18	66.81	68.44	70.15	71.86	73.66	75.46	77.34	79.23	Hourly
7560* DEPUTY DIRECTOR - UTILITIES	MM	9,989	10,239	10,488	10,750	11,012	11,288	11,563	11,852	12,141	Monthly
		57.63	59.07	60.51	62.02	63.53	65.12	66.71	68.38	70.05	Hourly
7510* DIVISION FIRE CHIEF	MM	11,720	12,013	12,306	12,614	12,921	13,244	13,567	13,906	14,245	Monthly
		67.62	69.31	71.00	72.77	74.54	76.41	78.27	80.23	82.18	Hourly
7520* ENGINEER - SENIOR	MM	9,350	9,584	9,818	10,064	10,309	10,567	10,824	11,095	11,366	Monthly
		53.94	55.29	56.64	58.06	59.48	60.96	62.45	64.01	65.57	Hourly
7600* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080	9,307	9,534	9,773	10,011	10,262	10,512	10,775	11,037	Monthly
		52.38	53.69	55.00	56.38	57.76	59.20	60.65	62.16	63.68	Hourly
7605* INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,269	9,495	9,733	9,970	10,220	10,469	10,731	10,992	Monthly
		52.17	53.48	54.78	56.15	57.52	58.96	60.40	61.91	63.42	Hourly
7505* INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,269	10,519	10,782	11,045	11,321	11,597	11,887	12,177	Monthly
		57.80	59.24	60.69	62.20	63.72	65.31	66.91	68.58	70.25	Hourly

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Approve Salary Adjustments for Customer Service Representatives
Recommendation: Adopt a Resolution taking the following actions effective April 18, 2026:
 A. Adjust the salary range for Customer Service Representative I to \$3,754-\$4,564/monthly;
 B. Adjust the salary range for Customer Service Representative II to \$4,130-\$5,020/monthly; and
 C. Adjust the salary range for Senior Customer Service Representative to \$4,543-\$5,522/monthly
Fiscal Impact: Increased cost for the remainder of Fiscal Year 2025-26 is estimated to be \$4,100. There is no General Fund impact as there are salary savings resulting from position vacancies

Purpose:

To adjust the salary ranges for the Customer Service Representative class series in order to provide compensation commensurate with the knowledge, skills and abilities required for successful performance in the positions, and to ensure equity when compared to other positions in the City that perform similarly complex duties.

Background:

In late 2025, the Director of Finance requested that Human Resources conduct a classification study to determine if Customer Service Representatives in the Finance Department are appropriately classified. The incumbents completed classification questionnaires, and Human Resources conducted follow up individual desk audits. The incumbents provided additional information in writing as requested following the in-person desk audits. Control audits were completed for two Intermediate Account Clerks in the Finance Department, one Administrative Assistant in the Utilities Department, and one Administrative Assistant in the Human Resources Department. Human Resources reviewed existing job descriptions for the Customer Service Representative class series and compared them against the City's current job descriptions for Account Clerk/Intermediate Account Clerk/Senior Account Clerk and Administrative Assistant. Job descriptions and salary information from comparable cities identified in the Memorandum of Understanding between the City and Public Employees' Union, Local 1 was also gathered and analyzed. A complete copy of the Summary Classification Report is available upon request at the Human Resources Department.

The Customer Service Representative I/II class series is a classification used exclusively in the Finance Department to perform a variety of customer service duties at the public service counter, over the phone or via email related to water service and billing, business licenses, parking citations, building permits, and receiving and issuing receipts for other City accounts receivables. The Customer Service Representative I is the entry level in the Customer Service Representative class series, and the Customer Service Representative II is the journey level class in the series. As presently written, the job description states that incumbents work within a framework of established procedures, and the position requires the ability to choose among a limited number of alternatives in solving routine problems.

The Senior Customer Service Representative is described in the current job description as also a journey level, but senior, class in the Customer Service Representative class series responsible for performing a variety of customer service duties at the public service counter, over the phone or via email related to water service and billing, business licenses, parking citations, building permits, and receiving and issuing receipts for other City accounts receivables. According to the existing job description, this class is distinguished from a Customer Service Representative I/II in that the Senior oversees complex accounts and performs duties within a framework of established procedures with only occasional instruction or assistance.

The current job descriptions for the Customer Service Representative class series do not accurately reflect the full range of duties performed by the incumbents, nor do they reflect the fact that incumbents regularly work on tasks which are varied and complex and that require considerable discretion and independent judgment to ensure efficient and effective customer service.

In order to compare the complexity of the work performed by the incumbents against the complexity of work performed by other positions in the City, control audits were conducted for the two Intermediate Account Clerk classifications utilized in the Finance Department. In addition, two control audits were conducted for Administrative Assistant, the highest level administrative, non-analyst classification in the City.

Analysis:

Human Resources finds that the salary for Customer Service Representative I, Customer Service Representative II and Senior Customer Service Representative is not commensurate with the knowledge, skills and abilities required for successful performance in the positions. Furthermore, the salary for the positions is not equitable when compared to other positions in the City that perform similarly complex duties.

It is recommended that the salary for the Customer Service Representative classifications be adjusted as follows:

- Increase the salary range for Customer Service Representative I from \$3,505-\$4,261/monthly to \$3,754-\$5,020/monthly, an approximate 7.1% increase;
- Increase the salary range for Customer Service Representative II from \$3,840-\$4,668/monthly to \$4,130-\$5,020/monthly, an approximate 7.5% increase; and
- Increase the salary range for Senior Customer Service Representative from \$4,224-\$5,134/monthly to \$4,543-\$5,522/monthly, an approximate 7.5% increase.

It is further recommended the job descriptions for Customer Service Representative I/II and Senior Customer Service Representative be updated to accurately reflect the full range of varied and complex duties performed by the positions.

Fiscal Impact:

There is no fiscal impact or General Fund cost to approve these recommended salary adjustments for the remainder of the current fiscal year as there are salary savings resulting from vacant positions during the year.

The full year cost of these salary adjustments is estimated to be \$26,616. Approximately 70% of this cost is paid for by the Water Enterprise Fund. The remaining \$7,985 is General Fund cost and will be included in the Finance Department's recommended budget for Fiscal Year 2026-27 with corresponding reductions in expenditures.

Alternatives:

Do not approve the recommended actions.

Attachments:

1. Resolution - Salary Adj for Cust Svc Rep
2. Exhibit A - CSR Salary Schedule

Prepared By:
Gina Rowland
Human Resources Director

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING SALARY ADJUSTMENTS
FOR CUSTOMER SERVICE REPRESENTATIVES**

WHEREAS, the Director of Finance requested that Human Resources conduct a classification study to determine if Customer Service Representatives in the Finance Department are appropriately classified; and

WHEREAS, Human Resources interviewed incumbents, conducted position control audits, reviewed existing job descriptions for the Customer Service Representative class series and compared them against the City's current job descriptions for Account Clerk/Intermediate Account Clerk/Senior Account Clerk and Administrative Assistant, and gathered and analyzed job descriptions and salary information from comparable cities identified in the Memorandum of Understanding between the City and Public Employees' Union, Local 1; and

WHEREAS, a complete copy of the Summary Classification Report is available upon request at the Human Resources Department; and

WHEREAS, it is Human Resources' determination that the current job descriptions for the Customer Service Representative class series do not accurately reflect the full range of duties performed by the incumbents, nor do they reflect the fact that incumbents regularly work on tasks which are varied and complex and that require considerable discretion and independent judgment to ensure efficient and effective customer service; and

WHEREAS, Human Resources finds that the salary for Customer Service Representative I, Customer Service Representative II and Senior Customer Service Representative is not commensurate with the knowledge, skills and abilities required for successful performance in the positions. Furthermore, the salary for the positions is not equitable when compared to other positions in the City that perform similarly complex duties.

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

The Director of Human Resources is hereby authorized to modify the publicly available compensation schedule to implement the provisions of this Resolution:

- A. Approve adjustments to the City's salary schedule as set forth in Exhibit A for Customer Service Representative I, Customer Service Representative II, and Senior Customer Service Representative.
- B. The changes set forth herein shall be effective April 18, 2026.

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 7th day of April 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

Approved as to Form:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Salary Schedule Amendments (Effective April 18, 2026)

EXHIBIT A

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE APRIL 18, 2026

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

	Bargaining	SALARY STEPS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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4062 BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,264	4,477	4,701	4,936	5,183	5,430	5,677	5,924	6,171	6,418	6,665	6,912	7,159	7,406	7,653	7,900	8,147	8,394	8,641	8,888	9,135	9,382	9,629	9,876	10,123	10,370	10,617	10,864	11,111	11,358	11,605	11,852	12,099	12,346	12,593	12,840	13,087	13,334	13,581	13,828	14,075	14,322	14,569	14,816	15,063	15,310	15,557	15,804	16,051	16,298	16,545	16,792	17,039	17,286	17,533	17,780	18,027	18,274	18,521	18,768	19,015	19,262	19,509	19,756	20,003	20,250	20,497	20,744	20,991	21,238	21,485	21,732	21,979	22,226	22,473	22,720	22,967	23,214	23,461	23,708	23,955	24,202	24,449	24,696	24,943	25,190	25,437	25,684	25,931	26,178	26,425	26,672	26,919	27,166	27,413	27,660	27,907	28,154	28,401	28,648	28,895	29,142	29,389	29,636	29,883	30,130	30,377	30,624	30,871	31,118	31,365	31,612	31,859	32,106	32,353	32,600	32,847	33,094	33,341	33,588	33,835	34,082	34,329	34,576	34,823	35,070	35,317	35,564	35,811	36,058	36,305	36,552	36,799	37,046	37,293	37,540	37,787	38,034	38,281	38,528	38,775	39,022	39,269	39,516	39,763	40,010	40,257	40,504	40,751	40,998	41,245	41,492	41,739	41,986	42,233	42,480	42,727	42,974	43,221	43,468	43,715	43,962	44,209	44,456	44,703	44,950	45,197	45,444	45,691	45,938	46,185	46,432	46,679	46,926	47,173	47,420	47,667	47,914	48,161	48,408	48,655	48,902	49,149	49,396	49,643	49,890	50,137	50,384	50,631	50,878	51,125	51,372	51,619	51,866	52,113	52,360	52,607	52,854	53,101	53,348	53,595	53,842	54,089	54,336	54,583	54,830	55,077	55,324	55,571	55,818	56,065	56,312	56,559	56,806	57,053	57,300	57,547	57,794	58,041	58,288	58,535	58,782	59,029	59,276	59,523	59,770	60,017	60,264	60,511	60,758	61,005	61,252	61,499	61,746	61,993	62,240	62,487	62,734	62,981	63,228	63,475	63,722	63,969	64,216	64,463	64,710	64,957	65,204	65,451	65,698	65,945	66,192	66,439	66,686	66,933	67,180	67,427	67,674	67,921	68,168	68,415	68,662	68,909	69,156	69,403	69,650	69,897	70,144	70,391	70,638	70,885	71,132	71,379	71,626	71,873	72,120	72,367	72,614	72,861	73,108	73,355	73,602	73,849	74,096	74,343	74,590	74,837	75,084	75,331	75,578	75,825	76,072	76,319	76,566	76,813	77,060	77,307	77,554	77,801	78,048	78,295	78,542	78,789	79,036	79,283	79,530	79,777	80,024	80,271	80,518	80,765	81,012	81,259	81,506	81,753	82,000	82,247	82,494	82,741	82,988	83,235	83,482	83,729	83,976	84,223	84,470	84,717	84,964	85,211	85,458	85,705	85,952	86,199	86,446	86,693	86,940	87,187	87,434	87,681	87,928	88,175	88,422	88,669	88,916	89,163	89,410	89,657	89,904	90,151	90,398	90,645	90,892	91,139	91,386	91,633	91,880	92,127	92,374	92,621	92,868	93,115	93,362	93,609	93,856	94,103	94,350	94,597	94,844	95,091	95,338	95,585	95,832	96,079	96,326	96,573	96,820	97,067	97,314	97,561	97,808	98,055	98,302	98,549	98,796	99,043	99,290	99,537	99,784	100,031	100,278	100,525	100,772	101,019	101,266	101,513	101,760	102,007	102,254	102,501	102,748	102,995	103,242	103,489	103,736	103,983	104,230	104,477	104,724	104,971	105,218	105,465	105,712	105,959	106,206	106,453	106,700	106,947	107,194	107,441	107,688	107,935	108,182	108,429	108,676	108,923	109,170	109,417	109,664	109,911	110,158	110,405	110,652	110,899	111,146	111,393	111,640	111,887	112,134	112,381	112,628	112,875	113,122	113,369	113,616	113,863	114,110	114,357	114,604	114,851	115,098	115,345	115,592	115,839	116,086	116,333	116,580	116,827	117,074	117,321	117,568	117,815	118,062	118,309	118,556	118,803	119,050	119,297	119,544	119,791	120,038	120,285	120,532	120,779	121,026	121,273	121,520	121,767	122,014	122,261	122,508	122,755	123,002	123,249	123,496	123,743	123,990	124,237	124,484	124,731	124,978	125,225	125,472	125,719	125,966	126,213	126,460	126,707	126,954	127,201	127,448	127,695	127,942	128,189	128,436	128,683	128,930	129,177	129,424	129,671	129,918	130,165	130,412	130,659	130,906	131,153	131,400	131,647	131,894	132,141	132,388	132,635	132,882	133,129	133,376	133,623	133,870	134,117	134,364	134,611	134,858	135,105	135,352	135,599	135,846	136,093	136,340	136,587	136,834	137,081	137,328	137,575	137,822	138,069	138,316	138,563	138,810	139,057	139,304	139,551	139,798	140,045	140,292	140,539	140,786	141,033	141,280	141,527	141,774	142,021	142,268	142,515	142,762	143,009	143,256	143,503	143,750	143,997	144,244	144,491	144,738	144,985	145,232	145,479	145,726	145,973	146,220	146,467	146,714	146,961	147,208	147,455	147,702	147,949	148,196	148,443	148,690	148,937	149,184	149,431	149,678	149,925	150,172	150,419	150,666	150,913	151,160	151,407	151,654	151,901	152,148	152,395	152,642	152,889	153,136	153,383	153,630	153,877	154,124	154,371	154,618	154,865	155,112	155,359	155,606	155,853	156,100	156,347	156,594	156,841	157,088	157,335	157,582	157,829	158,076	158,323	158,570	158,817	159,064	159,311	159,558	159,805	160,052	160,299	160,546	160,793	161,040	161,287	161,534	161,781	162,028	162,275	162,522	162,769	163,016	163,263	163,510	163,757	164,004	164,251	164,498	164,745	164,992	165,239	165,486	165,733	165,980	166,227	166,474	166,721	166,968	167,215	167,462	167,709	167,956	168,203	168,450	168,697	168,944	169,191	169,438	169,685	169,932	170,179	170,426	170,673	170,920	171,167	171,414	171,661	171,908	172,155	172,402	172,649	172,896	173,143	173,390	173,637	173,884	174,131	174,378	174,625	174,872	175,119	175,366	175,613	175,860	176,107	176,354	176,601	176,848	177,095	177,342	177,589	177,836	178,083	178,330	178,577	178,824	179,071	179,318	179,565	179,812	180,059	180,306	180,553	180,800	181,047	181,294	181,541	181,788	182,035	182,282	182,529	182,776	183,023	183,270	183,517	183,764	184,011	184,258	184,505	184,752	184,999	185,246	185,493	185,740	185,987	186,234	186,481	186,728	186,975	187,222	187,469	187,716	187,963	188,210	188,457	188,704	188,951	189,198	189,445	189,692	189,939	190,186	190,433	190,680	190,927	191,174	191,421	191,668	191,915	192,162	192,409	192,656	192,903	193,150	193,397	193,644	193,891	194,138	194,385	194,632	194,879	195,126	195,373	195,620	195,867	196,114	196,361	196,608	196,855	197,102	197,349	197,596	197,843	198,090	198,337	198,584	198,831	199,078	199,325	199,572	199,819	200,066	200,313	200,560	200,807	201,054	201,301	201,548	201,795	202,042	202,289	202,536	202,783	203,030	203,277	203,524	203,771	204,018	204,265	204,512	204,759	205,006	205,253	205,500	205,747	205,994	206,241	206,488	206,735	206,982	207,229	207,476	207,723	207,970	208,217	208,464	208,711	208,958	209,205	209,452	209,699	209,946	210,193	210,440	210,687	210,934	211,181	211,428	211,675	211,922	212,169	212,416	212,663	212,910	213,157	213,404	213,651	213,898	214,145	214,392	214,639	214,886	215,133	215,380	215,627	215,874	216,121	216,368	216,615	216,862	217,109	217,356	217,603	217,850	218,097	218,344	218,591	218,838	219,085	219,332	219,579	219,826	220,073	220,320	220,567	220,814	221,061	221,308	221,555	221,802	222,049	222,296	222,543	222,790	223,037	223,284	223,531	223,778	224,025	224,272	224,519	224,766	225,013	225,260	225,507	225,754	226,001	226,248	226,495	226,742	226,989	227,236	227,483	227,730	227,977	228,224	228,471	228,718	228,965	229,212	229,459	229,706	229,953	230,200	230,447	230,694	230,941	231,188	231,435	231,682	231,929	232,176	232,423	232,670	232,917	233,164	233,411	233,658	233,905	234,152	234,399	234,646	234,893	235,140	235,387	235,634	235,881	236,128	236,375	236,622	236,869	237,116	237,363	237,610	237,857	238,104	238,351	238,598	238,845	239,092	239,339	239,586	239,833	240,080

CITY OF YUBA CITY
 SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
 EFFECTIVE APRIL 18, 2026

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

JCN	CLASSIFICATION	SALARY STEPS									Monthly
		1	2	3	4	5	6	7	8	9	
5290	CODE ENFORCEMENT OFFICER I	4,889	5,011	5,133	5,262	5,390	5,525	5,659	5,801	5,942	Monthly
	PEU, Local 1	28.21	28.91	29.61	30.36	31.10	31.88	32.65	33.47	34.28	Hourly
5285	CODE ENFORCEMENT OFFICER II	5,377	5,512	5,646	5,787	5,928	6,076	6,224	6,380	6,536	Monthly
	PEU, Local 1	31.02	31.80	32.57	33.39	34.20	35.05	35.91	36.81	37.71	Hourly
5115	COMMUNITY DEVELOPMENT TECH I	4,440	4,551	4,662	4,779	4,895	5,018	5,140	5,268	5,397	Monthly
	PEU, Local 1	25.62	26.26	26.90	27.57	28.24	28.95	29.65	30.39	31.13	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	4,883	5,005	5,127	5,255	5,383	5,518	5,652	5,792	5,934	Monthly
	PEU, Local 1	28.17	28.88	29.58	30.32	31.06	31.83	32.61	33.42	34.24	Hourly
5243	CONSTRUCTION INSPECTOR	5,819	5,965	6,110	6,263	6,415	6,576	6,736	6,903	7,072	Monthly
	PEU, Local 1	33.57	34.41	35.25	36.13	37.01	37.94	38.86	39.83	40.80	Hourly
5050	CUSTODIAN I	3,524	3,612	3,700	3,793	3,885	3,982	4,079	4,181	4,284	Monthly
	PEU, Local 1	20.33	20.84	21.35	21.88	22.41	22.97	23.53	24.12	24.71	Hourly
5082	CUSTODIAN II	3,876	3,973	4,070	4,172	4,273	4,380	4,487	4,599	4,712	Monthly
	PEU, Local 1	22.36	22.92	23.48	24.07	24.65	25.27	25.89	26.53	27.19	Hourly
5081	CUSTODIAN - SENIOR	4,264	4,371	4,477	4,589	4,701	4,819	4,936	5,060	5,183	Monthly
	PEU, Local 1	24.60	25.22	25.83	26.48	27.12	27.80	28.48	29.19	29.90	Hourly
5030	CUSTOMER SERVICES REP I	3,754	3,848	3,942	4,041	4,139	4,243	4,346	4,454	4,564	Monthly
	PEU, Local 1	21.66	22.20	22.74	23.31	23.88	24.48	25.07	25.70	26.33	Hourly
5070	CUSTOMER SERVICES REP II	4,130	4,234	4,337	4,446	4,554	4,668	4,782	4,901	5,020	Monthly
	PEU, Local 1	23.83	24.43	25.02	25.65	26.27	26.93	27.59	28.28	28.96	Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	4,543	4,657	4,770	4,890	5,009	5,134	5,259	5,391	5,522	Monthly
	PEU, Local 1	26.21	26.87	27.52	28.21	28.90	29.62	30.34	31.10	31.86	Hourly
5170	ELECTRICAL TECHNICIAN I	5,852	5,999	6,145	6,299	6,452	6,614	6,775	6,944	7,113	Monthly
	PEU, Local 1	33.76	34.61	35.45	36.34	37.22	38.16	39.09	40.06	41.04	Hourly
5265	ELECTRICAL TECHNICIAN II	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
	PEU, Local 1	37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5280	ELECTRICAL TECHNICIAN III	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
	PEU, Local 1	40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5300	ENGINEER - ASSISTANT	6,412	6,573	6,733	6,902	7,070	7,247	7,423	7,608	7,793	Monthly
	PEU, Local 1	36.99	37.92	38.84	39.82	40.79	41.81	42.83	43.89	44.96	Hourly
5215	ENGINEERING TECHNICIAN I	4,987	5,112	5,236	5,367	5,498	5,636	5,773	5,916	6,062	Monthly

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Approve Side Letter Agreements for Holiday In Lieu Pay
Recommendation: Adopt a Resolution:
 A. Approving a side letter agreement with the Yuba City Police Officers' Association to incorporate Holiday In Lieu Pay language into the Memorandum of Understanding
 B. Approving a side letter agreement with Yuba City Firefighters' Local 3793 to incorporate Holiday In Lieu Pay language into the Memorandum of Understanding
Fiscal Impact: None

Purpose:

To approve side letter agreements with the Yuba City Police Officers' Association and Yuba City Firefighters' Local 3793 to incorporate Holiday In Lieu Pay language into the respective Memoranda of Understanding (MOU) to improve compliance with CalPERS requirements for reportability of special compensation.

Background:

In January 2026, CalPERS conducted a compliance review of compensation reported on behalf of an employee who was retiring. The review identified compensation that allegedly does not comply with the applicable statutes under the California Public Employees' Retirement Law (PERL). According to CalPERS, the City incorrectly reported special compensation identified as Holiday Pay.

Pursuant to Government (Gov.) Code section 20636, compensation earnable is defined as the payrate and special compensation of a member and further clarified by the California Code of Regulations (CCR).

Holiday Pay is defined in 2 CCR section 571 (a)(5):

"Additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays. If these employees are paid over and above their normal monthly rate of pay for approved holidays, the additional compensation is holiday pay and reportable to PERS.

For those employees with written labor agreements providing holiday credit and allowing employees to cash out accumulated holiday credit, the cash out must be done at least annually and reported in the period earned. If a written labor agreement allows an employee to accumulate holiday credit beyond the year in which it is earned and an employee later elects to cash out accumulated holiday credit, it is not compensation for PERS purposes.

If an employee utilizes the cash out option only during his/her final compensation period, it will be considered final settlement pay and excluded from reportable compensation. If the cash out option is also utilized near his/her final compensation period, it may still be excluded based upon a review of the contracting agency or school employer's experience and these reviews will be conducted by PERS on a case-by-case basis."

In addition to meeting the definition of Holiday Pay in CCR section 571 (a), special compensation must also meet all criteria in 2 CCR section 571 (b).

2 CCR section 571 (b) states in relevant part:

- 1) Contained in a written labor policy or agreement as defined at Government Code section 20049, provided that the document:
 - (A) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
 - (B) Indicates the conditions for payment of the item of special compensation, including, but not limited to, eligibility for, and amount of, the special compensation;
 - (C) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
 - (D) Indicates an effective date and date of any revisions;
 - (E) Is retained by the employer and available for public inspection for not less than five years; and
 - (F) Does not reference another document in lieu of disclosing the item of special compensation.

CalPERS determined the Memorandum of Understanding (MOU) between the City and the Yuba City Police Officers' Association (POA) does not include a list of approved holidays for which additional compensation is provided. According to CalPERS, without this list, the eligibility conditions and calculations of Holiday Pay cannot be verified.

Analysis:

Because of the CalPERS review, staff initiated a review of all MOUs to determine if the compensation provided to employees in the fire and police service in lieu of time off for holidays (Holiday in Lieu Pay) complied with the applicable statutes under the PERL. The list of approved holidays for which Holiday In Lieu Pay is intended to compensate and for which Holiday Pay applies is included in the City's Rules and Regulations; however, to improve compliance CalPERS, it was determined that additional language should be incorporated into the MOUs for Yuba City Firefighters Local 3793 and Yuba City Police Officers' Association to identify the specific holidays the Holiday in Lieu Pay is intended to compensate.

On February 20, staff requested a CalPERS compensation review of the two side letters to clean up the MOUs by including a list of approved holidays and the proposed Holiday In Lieu Pay language.

On March 25, CalPERS verified the side letters will be compliant with 2 CCR section 571 (Classic) and 2 CCR section 571.1 (PEPRA), and specifically reportable as Holiday Pay upon approval by the

Agency's governing body.

Fiscal Impact:

There is no fiscal impact resulting from approval of the attached side letters.

Alternatives:

Do not approve the recommended actions; however, this is not recommended as not approving the side letter agreements may result in Holiday In Lieu Pay not being reportable as compensation earnable under the PERL. This will negatively impact the retirement benefit of fire and police public safety employees, and could result in grievances by the bargaining unit

Attachments:

1. Resolution - Side Letters for Holiday In Lieu Pay
2. Side Letter - POA Holidays
3. Side Letter - Local 3793 Holidays

Prepared By:
Sheleen Loza
Administrative Analyst

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

4902-8718-6844.1 011024.002

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF YUBA CITY
APPROVING THE YUBA CITY POLICE OFFICERS' ASSOCIATION AND
YUBA CITY FIREFIGHTERS' LOCAL 3793
SIDE LETTERS TO CLARIFY INCENTIVE PAY PROVISIONS**

WHEREAS, the City recognizes the Yuba City Police Officers' Association and Yuba City Firefighters' Local 3793 commitment to the City and its citizens while providing outstanding and dedicated service to all; and

WHEREAS, City staff and impacted bargaining units have determined further clarification is needed to improve compliance with CalPERS requirements for reportability of holiday in lieu pay as special compensation.

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

1. Approve the attached Police Officers' Association Side Letter to incorporate Holiday In Lieu Pay language to improve compliance with CalPERS requirements for reportability of special compensation.
2. Approve the attached Yuba City Firefighters' Local 3793 Side Letter to incorporate Holiday In Lieu Pay language to improve compliance with CalPERS requirements for reportability of special compensation.

Authorize staff to make any necessary clarifying language changes in the above Side Letters as long as the changes do not modify the Side Letters' substantive terms or past practice.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of April 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Ian B. Sangster
Kronick, Special Counsel

ATTACHMENT 2

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and the Yuba City Police Officers' Association
For the Period of July 1, 2023 to June 26, 2026

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

The purpose of this Side Letter is to amend Article 8 – Holidays as follows:

Article 8 – Holidays

8.1 The following shall be considered holidays for employees in the City service:

- A. New Year's Day (the first day of January)
- B. Martin Luther King Day (the third Monday in January)
- C. Washington's Birthday (the third Monday in February)
- D. Memorial Day (the last Monday in May)
- E. Independence Day (the fourth day of July)
- F. Labor Day (the first Monday in September)
- G. Veterans Day (observed on the day established by the Yuba City Unified School District)
- H. Thanksgiving Day (the fourth Thursday in November)
- I. The day following Thanksgiving Day
- J. Christmas Day (the 25th day of December)
- K. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve, or, a combination on both days as approved by the department head.

8.2 Holiday-in-lieu

Effective May 3, 2011, in lieu of time off for holidays and holiday pay, peace officers assigned to regular patrol shifts and public safety dispatchers are normally required to work on holidays and are scheduled to work without regard for holidays. As such, those employees will receive straight time pay for 7.33 hours per month above their normal rate of

pay which will be paid and computed on a bi-weekly basis. This pay is computed at the hourly equivalent rate for the employee's monthly salary.

8.3 Police employees working a four (4) day, ten (10) hour work schedule with holidays off, receive only nine (9) ten (10) hour holidays a year which will be selected from the holidays listed above in Section 8.1. Employees will notify their supervisor in selecting the holidays of their (the employee's) choice at least one week prior to the scheduled holiday. Any holidays occurring on the days scheduled for work in excess of the selected days will be worked without additional compensation or taken as a day off without pay or with use of leave time.

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


Date: _____

Date: **03/26/2026**

CITY OF YUBA CITY

YUBA CITY POLICE OFFICERS'
ASSOCIATION

Robert Bendorf, City Manager



Joseph Swallow, President

Joseph Swallow (Mar 26, 2026 11:58:08 PDT)

Gina Rowland, Human Resources Director

Timothy K. Talbot

Timothy K. Talbot, Attorney at Law
Rains Lucia Stern

Timothy K. Talbot (Mar 26, 2026 08:57:06 PDT)

ATTACHMENT 3

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and the Yuba City Firefighters' Local 3793
For the Period of July 1, 2023 to June 25, 2027

The City of Yuba City ("City") and the Yuba City Firefighters' Local 3793 ("Local 3793") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

The purpose of this Side Letter is to amend Article 12 – Floating Holidays as follows:

Article 12–Holidays

12.1 The following shall be considered holidays for employees in the City service:

- A. New Year's Day (the first day of January)
- B. Martin Luther King Day (the third Monday in January)
- C. Washington's Birthday (the third Monday in February)
- D. Memorial Day (the last Monday in May)
- E. Independence Day (the fourth day of July)
- F. Labor Day (the first Monday in September)
- G. Veterans Day (observed on the day established by the Yuba City Unified School District)
- H. Thanksgiving Day (the fourth Thursday in November)
- I. The day following Thanksgiving Day
- J. Christmas Day (the 25th day of December)
- K. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve, or, a combination on both days as approved by the department head.

12.2 Holiday-in-Lieu

Fire Suppression Personnel (24 hour shift schedule) are normally required to work on holidays and are scheduled to work without regard for holidays. As such, effective May 3, 2011, in lieu of time off for holidays and holiday pay, all fire suppression employees shall receive straight time pay for 9.33 hours per month (or 4.31 hours per pay period) above their normal rate of pay in lieu of receiving any other form of holiday compensation.

12.3 Floating Holiday

Fire Safety Inspectors I/II receive sixteen (16) hours of floating holiday per fiscal year. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year.

All other provisions of the MOU between the City and Local 3793 shall remain unchanged.

Date: _____

Date: 03/29/2026

CITY OF YUBA CITY

FIREFIGHTERS' LOCAL 3793

Kevin Kennedy

Kevin Kennedy (Mar 29, 2026 17:27:26 PDT)

Robert Bendorf, City Manager

Kevin Kennedy, President

Gina Rowland, Human Resources Director

Charles Herold, Vice President

Kristina Wickes-Estes

Kristina Estes, Labor Representative
Mastagni Holstedt

CITY OF YUBA CITY
STAFF REPORT

Date: April 7, 2026
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Robert Bendorf, City Manager

Summary

Subject: Downtown Yuba City Business Improvement District - Levy of 2026 Annual Assessment

Recommendation: A. Conduct a Public Hearing, and after consideration,
 B. Adopt a Resolution confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2026

Fiscal Impact: None related to levy and collection of annual assessments

Purpose:

To continue the Downtown Yuba City Business Improvement District.

Council's Strategic Goal:

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

Background:

At the meeting of March 17, 2026, the City Council received the 2025-2026 Annual Report from the Yuba City Downtown Business Association and adopted Resolution No. 26-033 declaring its intention to levy and collect an annual assessment for calendar year 2026 in the Downtown Yuba City Business Improvement District (DBID). A Public Hearing was set for April 7, 2026. The notice of Public Hearing was published in the Appeal Democrat on March 26, 2026.

The purpose of the Public Hearing is for the City Council to hear and consider all protests against the levying of the proposed assessments. The City Council should note that the Annual Report proposes no changes to the BID boundaries or the assessment formula as originally established.

Analysis:

After the Public Hearing, the City Council may take one of the following actions:

1. Terminate proceedings if protests are received from business owners in the proposed district who collectively pay 50% or more of the proposed assessment (a "majority protest"). If the majority protest is only against the furnishing of a specified type of improvement or activity within the district, those types of improvements or activities shall be eliminated.
2. Order changes in any of the matters provided in the Annual Report including: 1) Changes in the proposed assessments, 2) The proposed improvements and activities to be funded with the revenues derived from the levy of the assessments, and 3) The proposed boundaries of the area and any benefit zones with the area. The City Council cannot change the boundaries to include any territory that will not, in its judgment, benefit by the improvement of activity.
3. Continue the Public Hearing with the understanding that the Public Hearing must be completed within 30 days.
4. Adopt a Resolution confirming the Annual Report as originally filed or as amended. The adoption of the Resolution constitutes the levy of the assessment for calendar year 2026.

Fiscal Impact:

While there is no direct fiscal impact to the City related to the levy and collection of annual assessments, the funds generated through the BID are used to promote the downtown merchants, which provide sales tax revenue to the City.

Alternatives:

1. Do not levy assessments.
2. Identify alternate funding source for Downtown improvements and activities.

Recommendation:

A. Conduct a Public Hearing, and after consideration,

B. Adopt a Resolution confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2026.

Attachments:

1. Resolution - Confirming the DBA Annual Report and Levying the Assessment 2026
2. DBA Map and Formula Attachment

Prepared By:
Ciara Wakefield
City Clerk

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING THE ANNUAL REPORT FOR THE YUBA CITY DOWNTOWN BUSINESS
ASSOCIATION AND LEVYING THE ASSESSMENT FOR THE DOWNTOWN YUBA CITY
BUSINESS IMPROVEMENT DISTRICT FOR CALENDAR YEAR 2026**

WHEREAS, on March 17, 2026, the Yuba City Council adopted Resolution No. 26-033 (the "Resolution") declaring its intention to levy and collect an annual assessment for calendar year 2026 in the Downtown Yuba City Business Improvement District (the "District") pursuant to the Parking and Business Improvement Area Law of 1989, Part 6, (commencing with Section 36500) of Division 18 of the California Streets and Highways Code (the "Act"); and

WHEREAS, pursuant to the Act and the Resolution, the City of Yuba City published a Notice of Public Hearing on March 26, 2026, regarding the proposed levy of the 2026 Annual Assessment for the Downtown Business Improvement District; and

WHEREAS, the Public Hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding the levying of the proposed assessments; and

WHEREAS, protests from businesses in the District paying fifty percent (50%) or more of the proposed assessments have not been received.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY RESOLVE, DETERMINE, AND FIND AS FOLLOWS:

1. The recitals set forth herein are true and correct.
2. The City Council does confirm the Annual Report as originally filed by the Yuba City Downtown Business Association.
3. This Resolution is effective on its adoption and constitutes the levy of the assessment for calendar year 2026 for the Downtown Yuba City Business Improvement District as referred to in the Annual Report, for those properties depicted in Exhibit "A" and per the levy rate formula as set forth in Exhibit "B".

I HEREBY CERTIFY that the foregoing resolution was introduced and read at a Regular Meeting of the City Council of the City of Yuba City on the 7th day of April 2026, and was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibits:

- A. Map of District
- B. District Assessment Formula

EXHIBIT A

Yuba City - Downtown Plumas Street Area



EXHIBIT B

District Assessment Formula

The Business Improvement District (BID) is a self-initiated business district funded by an annual assessment based on a formula developed by the Downtown Yuba City Business Improvement District Formation Committee. The assessments will be used to fund improvements and activities in the BID designed for economic stimulation and business enhancement for the businesses in the BID. The assessment formula is based on type, size and location of businesses in order to offer a fair and equitable charge for each business in the BID.

Retail, Restaurant and Service Businesses: Includes businesses that buy and resell goods such as clothing stores, shoe stores, office supplies, businesses that sell prepared foods and drinks, general office, news and advertising media, printers, photographers, personal care facilities and outlets, contractors, builders, service stations, repairing and servicing businesses, renting and leasing businesses, utilities, vending machine businesses, household finance companies, theaters and entertainment-oriented businesses, and other similar businesses not otherwise defined in the other categories.

Professional Business: Includes attorneys, architects, accountants, engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in a medical/health service field, consultants, real estate brokers, financial advisors, laboratories (including dental and optical), hearing aid services, artists and designers, and similar businesses.

Lodging Businesses: Includes inns, hotels, motels, RV parks, and other similar businesses.

Financial Institutions: Includes banks, savings & loans, credit unions, and similar businesses.

Associate Members: Businesses outside the BID boundaries that would like to participate will be charged.

Note: Retail and restaurant businesses will be assessed on size which will be determined by number of employees, either full-time or the equivalent made up of multiples of part-time employees.

Business Type	Business Size (Number of Employees)	Annual Assessment Zone	
		A	B
Retail, Restaurant and Service	Small (1-4)	\$385	\$180
	Medium (5-9)	\$560	\$285
	Large (10+)	\$735	\$380
Professional Business		\$350	\$180
Lodging Business		\$560	\$285
Financial Business		\$875	\$725

CITY OF YUBA CITY

Future Agenda Items

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

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 Shaw
- Vice-Mayor Pasquale
- Mayor Boomgaarden

Adjournment