



AGENDA

MAY 19, 2026

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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

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

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

Wheelchair Accessible

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

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MAY 19, 2026**

**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_BHUyd75gSCCadisALkHNAA. 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.

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

Agenda Modifications

Ceremonial Presentations

1. **Proclamation for Alzheimer's & Brain Awareness Month**
2. **Proclamation for National Public Works Week**

Public Communication

3. 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.

4. Minutes from the April 7th and May 5th, 2026 Regular City Council Meetings

Recommendation: Approve the minutes from the April 7th and May 5th, 2026 Regular City Council Meetings

5. Pedestrian Safety and Striping Improvements Project (Award Contract)

Recommendation: Adopt a Resolution which takes the following actions:

A. Awards the construction contract to Central Striping Service, Inc. of Rancho Cordova, CA in the amount of their total bid of \$499,759.50, 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, and authorizes a project contingency of \$49,975.95 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026040545) 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. Authorize the Finance Director to make a budget transfer in the amount of \$431,000.00 from 911024 (Striping and Marking) to 911316 (Pedestrian Safety Crosswalk Upgrades)

6. Presentation of Investment Report--Quarter Ended March 31, 2026

Recommendation: Note & File Quarterly Investment Report

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

Recommendation: Adopt by title only and waive the second 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 Zoning Code Amendment 26-01 is not subject to environmental review pursuant to CEQA Guidelines Section 15061(b)(3)

8. Prop 1 IRWM Grant Project #4 - Corp Yard Improvements

Recommendation: Adopt a Resolution which takes the following actions:

- A. Authorize the purchase of two single slope cover structures from Borga Steel Buildings & Components in the amount of \$86,441.67 for Project #4 of the Prop 1 IRWM Project, with the finding that it is in the best interest of the City, and authorizes a procurement contingency of \$8,650 (10%)
- B. Awards a Professional Services Agreement to Hewitt Consulting Group of Yuba City, CA for foundation design services in the amount of up to \$9,500

9. Sutter Bike Path Gap Closure (Contract Award)

Recommendation:

Adopt a Resolution which takes the following actions:

A. Awards the construction contract to McGuire and Hester of Sacramento, CA in the amount of their total bid of \$1,783,741.50, 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, and authorizes a project contingency of \$178,375.00 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 4, SCH #2016048118) 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 Mark Thomas & Company, Inc. of Roseville, CA, for Construction Management and Inspection Services in the amount of up to \$280,125.00, subject to material terms, with the finding that is in the best interest of the City

D. Authorize the Finance Director to make the following budget adjustments:

- 1. Increase appropriations in 911266-65501 to \$150,000, utilizing unallocated Transportation Development Act (TDA) funds
- 2. Decrease appropriations in 941266-65501 to \$1,984,000
- 3. Increase appropriations in 951266-65501 to \$153,000

10. SACOG System Preservation Program (Grant Application)

Recommendation: Adopt a Resolution authorizing the Public Works Director to submit grant applications to SACOG requesting funding under the 2026 System Preservation Program

11. Amended/Restated Regional Housing Authority JPA - Adding Lake County

Recommendation: Authorize the Mayor to sign the Amended/Restated Regional Housing Authority Joint Powers Agreement to include Lake County

12. Approve Changes for Field Service Technician

Recommendation:

Adopt a Resolution taking the following actions effective May 16, 2026:

- A. Approve a title change for Field Service Technician to Property and Evidence Technician
- B. Approve an amendment to the Salary Schedule to add Senior Property and Evidence Technician with a salary range of \$5,013 to \$6,093 monthly
- C. Reallocate 1.0 vacant and funded Community Service Officer authorized position in Budget Unit 2140-Field Operations to 1.0 Senior Property and Evidence Technician in Budget Unit 2130-Investigation
- D. Reclassify incumbent Field Service Technician to Senior Property and Evidence Technician
- E. Authorize Human Resources to conduct a recruitment to fill the Property and Evidence Technician vacancy

13. Approve Side Letter Agreement for IT Standby Pay

Recommendation:

Adopt a Resolution approving a side letter agreement with the First Level Managers to incorporate Standby Pay for the Information Technology Division into the Memorandum of Understanding

14. Approve Changes for Environmental Compliance Specialist

Recommendation:

Adopt a Resolution taking the following actions effective May 16, 2026:

- A. Approve an amendment to the Salary Schedule to add Environmental Compliance Specialist with a salary range of \$6,452 to \$7,843 monthly
- B. Authorize Human Resources to conduct a recruitment to underfill the vacant Environmental Compliance Coordinator position with the new Environmental Compliance Specialist class

Business Items

15. Utilities Proposition 218 Public Hearing and Ordinance Update

Recommendation: A. Conduct a Proposition 218 protest hearing

B. Tabulate the protests received for water and/or wastewater rates and adopt a Resolution declaring the results

C. If majority protests have not been received, take the following action: Introduce an Ordinance of the City Council of the City of Yuba City amending Chapter 5 (Wastewater Collection and Treatment) and Chapter 6 (Water System) of Title 6 of the Yuba City Municipal Code and waive the first reading

Future Agenda Items

16. 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

17. City Manager's Report

18. City Council Reports

Adjournment



Proclamation

of the City Council

Alzheimer's & Brain Awareness Month

WHEREAS, Alzheimer's disease is a progressive, degenerative brain disorder that impairs memory, thinking, and behavior, ultimately interfering with the ability to carry out even the simplest tasks; and

WHEREAS, Alzheimer's disease is the most common form of dementia, affecting millions of individuals and their families across our nation, with numbers expected to rise as the population ages; and

WHEREAS, **Alzheimer's and Brain Awareness Month** is a global effort to raise awareness of Alzheimer's disease and other dementias, encourage early detection so individuals and their families can access treatment medications, enroll in research trials, fully participate in planning for the future, and engage with agencies and organizations that support people living with dementia and their caregivers; and reduce the stigma surrounding the disease; and

WHEREAS, caregivers, family members, and healthcare professionals provide compassionate care and support to those living with Alzheimer's and other dementias, often at great personal and emotional sacrifice; and

WHEREAS, increased awareness, education, and investment in research are essential to advancing treatments, improving care, and ultimately finding a cure for Alzheimer's disease; and

WHEREAS, **Alzheimer's & Brain Awareness Month** we encourage all residents to wear purple during the month of June and participate in events like The Longest Day and Walk to End Alzheimer's to honor those affected.

NOW, THEREFORE BE IT RESOLVED, that I, Marc Boomgaarden, Mayor of the City of Yuba City, on behalf of the entire Council and Citizens we serve, do hereby proclaim the month of June as **Alzheimer's & Brain Awareness Month**, and I urge all residents to learn the warning signs of Alzheimer's disease, support individuals and families impacted by dementia, participate in community awareness activities, and commit to maintaining brain health through lifelong learning, physical activity, and social engagement.

Done on this 19th day of May 2026 in the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

National Public Works Week

May 17-23, 2026

“Rooted in Service, Powered by Community”

WHEREAS, the City of Yuba City Public Works Department is proud to create and maintain the vital infrastructure of the City, including construction and maintenance of transportation facilities, water treatment and supply, wastewater treatment and collection, and public facility development and stewardship; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees at all levels of government and the private sector, who are federally mandated first responders responsible for rebuilding, improving, and protecting our nation’s infrastructure essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Yuba City to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their community; and

WHEREAS, the 2026 American Public Works Association theme of “Rooted in Service, Powered by Community” recognizes the dedication of public works professionals impact on both visible and behind-the-scenes projects that advance our quality of life by providing essential services that lead to healthier, happier, more vibrant communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT RESOLVED, that I, Marc Boomgaarden, Mayor of the City of Yuba City, and on behalf of the entire Council, do hereby proclaim the week of May 17 - 23, 2026, as **Public Works Week**, and ask that citizens and civic organizations alike acquaint themselves with the issues involved in providing public works services and recognize the contributions that the men and women of Public Works make in our daily lives.

Done this 19th day of May, 2026, at the City of Yuba City, County of Sutter, State of California

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

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

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: Minutes from the April 7th and May 5th, 2026 Regular City Council Meetings
Recommendation: Approve the minutes from the April 7th and May 5th, 2026 Regular City Council Meetings
Fiscal Impact: None

Attachments:

1. 04-07-2026 Regular Meeting Minutes (DRAFT)
2. 05-05-2026 - 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
APRIL 7, 2026
5:45 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 5:45 PM

Roll Call:

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

Absent: None

Closed Session

A. Liability Claim

Claimant: Harmesh Bains, Claim 26-14 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

Dave Bryan, Senior Pastor Church of Glad Tidings

Pledge of Allegiance to the Flag

Josh Wolffe, Public Works Director

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications

No changes were made

Public Communication

1. Appearance of Interested Citizens

Maury Castaneda spoke
Pam Machado spoke
Elizabeth Robinson spoke

Consent Calendar

Ben Deal spoke

Vice-Mayor Pasquale moved and Councilmember Shaw seconded the motion to approve Consent Calendar items 2-12:

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

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

3. Purchase of Playground Equipment for Kingwood Park

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

Adopt a Resolution adopting the Yuba City Active Transportation Plan

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

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**
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**
- 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**
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**
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**

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

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

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

The motion was passed unanimously

Business Items

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

Mayor Boomgaarden opened a Public Hearing

No public comment

Mayor Boomgaarden closed the Public Hearing

Councilmember Kirchner moved and Councilmember Cole seconded the motion to:

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

The motion was passed unanimously

Future Agenda Items

14. Future Agenda Items

No suggestions were made

Reports and Communications

15. City Manager's Report

16. 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 in memory of Mrs. Dorothy Buttacavoli and Chief William Burke at 6:48 PM

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MAY 5, 2026

5:45 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 5:45 PM

Roll Call:

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

Absent: None

Closed Session

- A. Liability Claim
Claimant: Mohammed Irshad Ali, Claim 26-13
Agency Claimed Against: City of Yuba City
- B. Liability Claim
Claimant: Manuel Salvador Romero-Oceguera, Claim 26-15
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 6:01 PM

Roll Call:

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

Absent: None

Invocation/Inspiration

Pastor Dan Callahan, Legacy Baptist Church

Pledge of Allegiance to the Flag

Jim Runyen, Police Chief

City Attorney's Report on Closed Session Items

Shannon Chaffin, City Attorney:

Item A – Ali (Claim 26-13): Authorized Notice of Rejection

Item B – Romero-Oceguera (Claim 26-15): Authorized Notice of Rejection

Agenda Modifications

No changes were made

Ceremonial Presentations

Mayor Boomgaarden presented a proclamation recognizing the National Day of Prayer to Pastor Dan Callahan, Legacy Baptist Church

1. National Public Safety Telecommunicators Week Proclamation

Mayor Boomgaarden presented a proclamation to Lieutenant Bullard and the Yuba City Dispatch team

2. National Police Week Proclamation

Mayor Boomgaarden presented a proclamation to Chief Runyen and YCPD officers

Public Communication

3. Appearance of Interested Citizens

Tony Farley spoke

Consent Calendar

[Item 5 was pulled from the Consent Calendar for separate discussion]

Vice-Mayor Pasquale moved and Councilmember Cole seconded the motion to approve Consent Calendar items 4 and 6-12:

4. Fiscal Year 26/27 Chemical Award

Adopt a Resolution which takes the following action:

- A. Awarding bulk chemical purchase contracts for City facilities per the results of the Bay Area Chemical Consortium Fiscal Year 26/27 formal bid for the period of July 1, 2026 through June 30, 2027; and
- B. Authorizing the City Manager to negotiate and amend the awarded contracts as needed during the fiscal year, including adjusting unit prices, with the finding that it is in the best interest of the City

[Item 5 was pulled from the Consent Calendar]

5. ~~Debit and Credit Card Processing Fees~~

~~Adopt a Resolution authorizing City staff to begin charging debit/credit card users a fee of 2.00% of the transaction amount. Authorize the Finance Department to charge EFT users a per transaction fee or a percentage-based fee not to exceed 2.00% as necessary in order to recover actual costs paid by the City~~

6. Appointment of Chief Labor Negotiator for the City

Approve the appointment of the City Manager, Robert Bendorf, or his designee as the Chief Labor Negotiator for the City of Yuba City

7. Citywide Sign Upgrades (Award Contract Agreement)

Adopt a Resolution which takes the following actions:

- A. Awards a construction contract to Square Signs, LLC of Burbank, CA in the amount of \$847,842.60
- B. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- C. The City Council finds that CEQA was previously assessed for the project, a Class 1 Categorical Exemption (SCH#2025091013) was adopted, award of this construction contract is within the scope of the previously approved project, and no further environmental review is required under CEQA

8. Reallocate Senior Planner to Deputy Director-Development Services

Adopt a Resolution taking the following actions:

- A. Approve an amendment to the Salary Schedule to add Deputy Director – Development Services with a salary range of \$12,374 to \$15,041 monthly
- B. Reallocate 1.0 vacant Senior Planner authorized position in Budget Unit 1910 to 1.0 Deputy Director – Development Services

9. Administration Department Vacancy Staffing Request – Executive Assistant

Ratify the City Manager's independent action to initiate the recruitment process for a full-time permanent Executive Assistant to the City Manager in Administration and authorize the Human Resources Director to fill the vacancy

10. Professional Services Agreement with Perkins Eastman (Phase 2)

Adopt a Resolution:

- A. Approving a Professional Services Agreement with Perkins Eastman Architects D.P.C. of New York, NY for ongoing City visioning and planning services (Phase 2) in an amount not to exceed \$100,000
- B. Authorizing the City Manager to execute the agreement, subject to immaterial modifications and approval as to legal form by the City Attorney; and
- C. Approving a budget transfer of \$60,000 from 1510-62701 to Account No. 1305-62701 (City Manager Budget - Professional Services)

11. Professional Services Agreement with Shaw Yoder Antwih Schmelzer & Lange

Adopt a Resolution approving a Professional Services Agreement with Shaw Yoder Antwih Schmelzer & Lange, Inc. of Sacramento, CA for an amount not to exceed \$49,200 annually for State legislative advocacy, subject to immaterial modifications by the City Manager and upon approval of the City Attorney as to legal form, with the finding that it is in the best interest of the City

12. Services Agreement with Electric Sky Drone Shows, LLC

Adopt a Resolution authorizing the City Manager to execute a Services Agreement, in consult with the City Attorney as to legal form, with Electric Sky Drone Shows, LLC in the amount of \$42,500 for a Drone Aerial Light Show on July 4, 2026 with the finding that it is in the best interest of the City

The motion was passed unanimously

Business Items

[Item 5 was pulled from the Consent Calendar for separate discussion]

5. Debit and Credit Card Processing Fees

Gabriela Urdaneta spoke

Councilmember Kirchner moved and Councilmember Shaw seconded the motion to:

Adopt a Resolution authorizing City staff to begin charging debit/credit card users a fee of 2.00% of the transaction amount. Authorize the Finance Department to charge EFT users a per-transaction fee or a percentage-based fee not to exceed 2.00% as necessary in order to recover actual costs paid by the City

The motion was passed unanimously

13. Traffic Calming: Sanborn Road & McCune Ave

Tony Kurlan spoke

Tim Dalske spoke

Ken Bates spoke

Yvonne Silao spoke

No Council Action – Advisory item only

Review the results of the March 11, 2026, Sanborn/McCune Neighborhood Traffic Calming Meeting and provide recommendations regarding traffic-calming solutions along Sanborn Road, between Lincoln Road and Cherry Street

14. Amendment to the 2021-2029 City of Yuba City General Plan Housing Element

Mayor Boomgaarden opened a Public Hearing

No public comment

Mayor Boomgaarden closed the Public Hearing

Councilmember Cole moved and Councilmember Kirchner seconded the motion (including recommended changes presented by staff) to:

Adopt a Resolution of the City Council of the City of Yuba City adopting the revised 2021-2029 City of Yuba City General Plan Housing Element

The motion was passed unanimously

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

Mayor Boomgaarden opened a Public Hearing

No public comment

Mayor Boomgaarden closed the Public Hearing

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

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 was passed unanimously

Future Agenda Items

16. Future Agenda Items

No suggestions were made

Reports and Communications

17. City Manager's Report

18. 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 7:55 PM

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Pedestrian Safety and Striping Improvements Project (Award Contract)

Recommendation: Adopt a Resolution which takes the following actions:

A. Awards the construction contract to Central Striping Service, Inc. of Rancho Cordova, CA in the amount of their total bid of \$499,759.50, 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, and authorizes a project contingency of \$49,975.95 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026040545) 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. Authorize the Finance Director to make a budget transfer in the amount of \$431,000.00 from 911024 (Striping and Marking) to 911316 (Pedestrian Safety Crosswalk Upgrades)

Fiscal Impact: \$564,735.45 - Account No. 1316 (Pedestrian Safety Crosswalk Upgrades)
\$499,759.50 - Contract Award Amount
\$49,975.95 - Construction Contingency (10%)
\$15,000.00 - Construction Management/Inspection Contingency (3%)

Purpose:

To promote vehicle and pedestrian safety by refreshing and adding striping, crosswalks, and pavement marking at various locations throughout the City.

Strategic Focus Areas:

This project addresses the City Strategic Focus Areas of improving the City's infrastructure.

Background:

In August 2020, a Systemic Safety Analysis Report (SSAR) was developed for the City to analyze

crash data and provide low-cost countermeasures to reduce collisions. In October 2020, the City applied for a Highway Safety Improvement Program (HSIP) grant to upgrade striping based on recommendations in the SSAR, with the goal of creating a safer walking network for pedestrians. In March 2021, the City was notified by Caltrans that it had been awarded \$194,000 for the project. In addition to the locations included in the original grant, staff added striping locations based upon public input, relevant City planning documents, and inspections revealing maintenance need. The proposed locations to be addressed are shown on the Project Location Map (Attachment 2). This project proposes a base bid of 6,670 linear feet of striping, 10,680 linear feet of crosswalk striping. Additionally, the add-alternate proposes an extra 3,968 linear feet of striping. On April 1, 2025, Council approved the plans and specifications for the Pedestrian Safety and Striping Improvements and authorized the Public Works Department to advertise for bids.

Analysis:

The Pedestrian Safety and Striping Improvements Project was advertised for bids beginning April 15, 2026. Plans and specifications were published on Public Purchase and provided to local builder/contractor exchanges. On May 6, 2026, one (1) bid was received and opened by the City Clerk. The bid opening list and Engineer's Estimate are shown below.

Company		Bid Amount
1.	Central Striping Service, Inc.	\$ 499,759.50
	Engineer's Estimate	\$ 482,051.55

Central Striping Service, Inc. is the low, responsible, and responsive bidder. Contract administration, construction management, and quality assurance inspection will be performed by Public Works Department staff. 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 \$564,735.45 which consists of the following components:

Construction Contract	\$499,759.50
Construction Contingency (10%)	\$49,975.95
Construction Management/ Inspection Contingency (3%)	\$15,000.00
Project Cost:	\$564,735.45

Capital Improvement Program (CIP) Account No. 1316 (Pedestrian Safety Crosswalk Upgrades) currently has an available balance of approximately \$133,700.00.

Staff recommends authorizing the Finance Director to make a budget transfer in the amount of \$431,000.00 from CIP Account No. 911024, Striping and Marking to CIP Account No. 911316, Pedestrian Safety Crosswalk Upgrades.

Once construction is finished, staff will seek reimbursement for awarded Highway Safety Improvement Program (HSIP) grant funds. This project will not impact the General Fund.

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 2026040545) 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:

Reject the bids and project.

Recommendation:

Adopt a Resolution which takes the following actions:

A. Awards the construction contract to Central Striping Service, Inc. of Rancho Cordova, CA in the amount of their total bid of \$499,759.50, 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, and authorizes a project contingency of \$49,975.95 (10%).

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026040545) 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. Authorize the Finance Director to make a budget transfer in the amount of \$431,000.00 from 911024 (Striping and Marking) to 911316 (Pedestrian Safety Crosswalk Upgrades).

Attachments:

1. Attachment 1 - Resolution
2. Attachment 1 - Exhibit A
3. Attachment 2 - 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 CENTRAL STRIPING
SERVICE, INC. IN THE AMOUNT OF THEIR TOTAL BID OF
499,759.50, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE CONTRACT ON BEHALF OF THE CITY FOR THE PEDESTRIAN
SAFETY AND STRIPING IMPROVEMENTS PROJECT**

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Pedestrian Safety and Striping Improvements Project; and

WHEREAS, in response to the advertisement, the City received one (1) bid for the Pedestrian Safety and Striping Improvements Project in the following bid amounts:

<u>Company</u>	<u>Total Base Bid</u>
1. Central Striping Service, Inc.	\$499,759.50; and

WHEREAS, the City Public Works Department has reviewed the one bid, and examined Central Striping Service, 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 Central Striping Service, Inc. of Rancho Cordova, CA and enter into an agreement with Central Striping Service, Inc. to construct the Pedestrian Safety and Striping Improvements Project including the bid alternative.

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 one bid received as noted above, finds that Central Striping Service, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to Central Striping Service, Inc. in the amount of \$499,759.50, for the Pedestrian Safety and Striping Improvements Project, with a finding that the award is in the best interest of the City. 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, as well as make any non-material changes to the contract subject to approval as to legal form by the City Attorney. The City Council also approves an additional \$49,975.95 (10%) contingency amount for the project, and authorizes the City Engineer to modify the scope of work, either through change orders or amendment to the contract, to address changes of quantities or unforeseen circumstances arising during construction of the project within the contingency amount.

2. The City Council finds that CEQA was previously assessed for the project, a categorical exemption (Class 1, SCH 2026040545) 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 authorizes the Finance Director to make a budget transfer in the amount of \$431,000.00 from 911024 (Striping and Marking) to 911316 (Pedestrian Safety Crosswalk Upgrades).

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

Exhibit(s):

- A. (Draft) Agreement for the Construction of Pedestrian Safety and Striping Improvements

EXHIBIT A

**CONTRACT AGREEMENT
CONTRACT**

FOR THE CONSTRUCTION OF

**PEDESTRIAN SAFETY AND STRIPING IMPROVEMENTS
PEDESTRIAN SAFETY
AND STRIPING IMPROVEMENTS
CONTRACT NO:1316-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 04/15/2026 and are entitled:

BID BOOK

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

FOR

**PEDESTRIAN SAFETY AND STRIPING IMPROVEMENTS
CONTRACT NO: 1316-CON-26**

The project plans for the work to be done were approved April 1, 2025 and are entitled:

**PROJECT PLANS FOR
PEDESTRIAN SAFETY AND STRIPING IMPROVEMENTS
PEDESTRIAN SAFETY AND
STRIPING IMPROVEMENTS
CONTRACT NO: 1316-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. The contract amount may be adjusted by written change order approved in the sole discretion of the Engineer, not to exceed the contingency amount authorized by the City Council.

**CITY OF YUBA CITY
CONTRACT**

Approved as to legal form:

**Pedestrian Safety and Striping Improvements
CONTRACT NO. 1316-CON-26**

City Attorney
City of Yuba City

CITY OF YUBA CITY

Robert Bendorf
City Manager

Date

CONTRACTOR

Company Name

Company Address

Phone Number

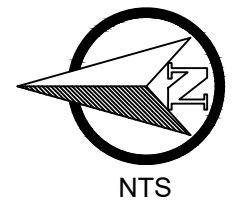
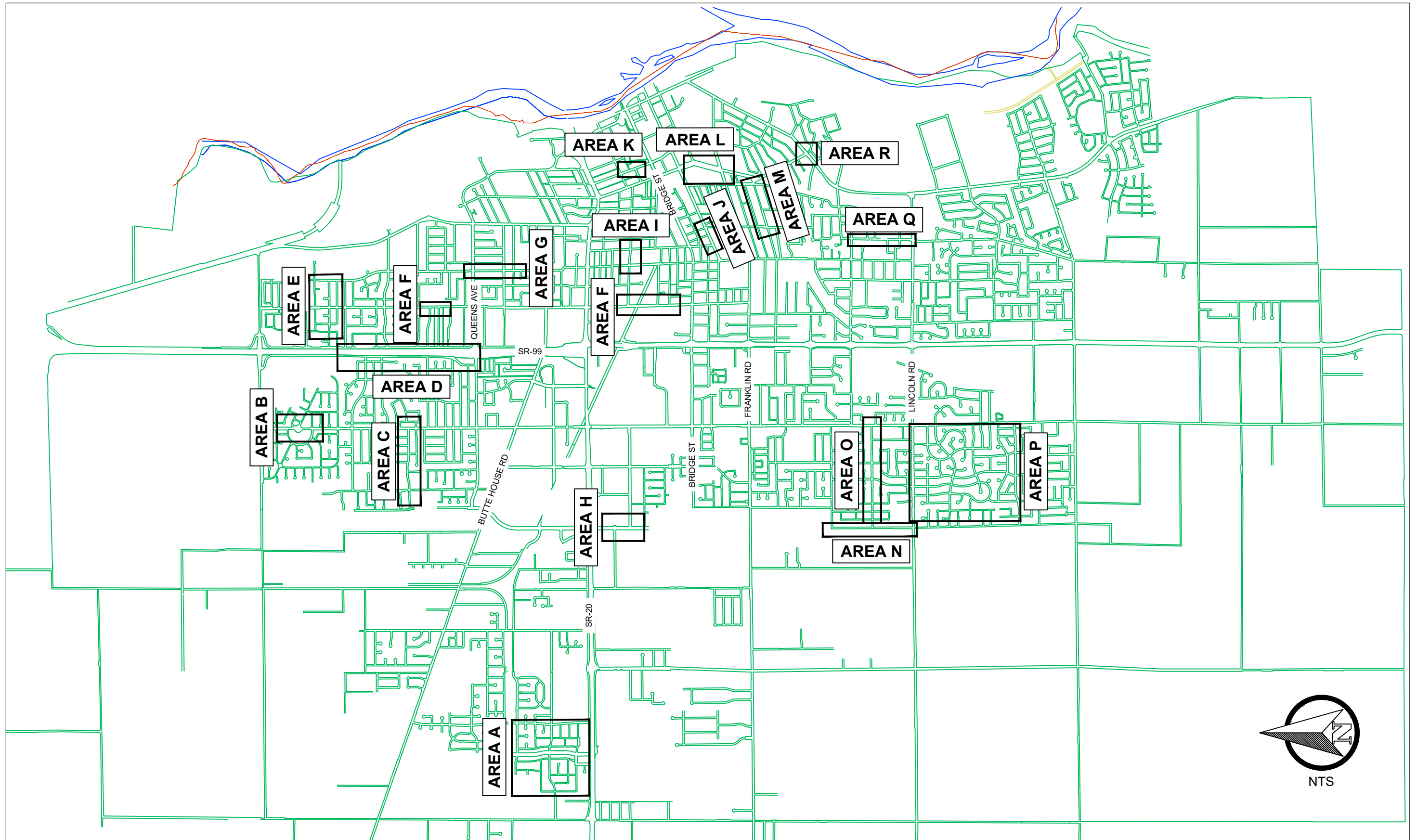
Signature

Name (Printed)

Title

Date

ATTACHMENT 2



CITY of YUBA CITY

PROJECT LOCATION MAP

	SUBMITTED BY:	DESIGN BY:	DRAWING No.
	1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-4632	CHECKED BY: STAFF DATE OF PLANS:	SHEET ____ OF ____ SHEETS

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Diona Pope, Director of Finance

Summary

Subject: Presentation of Investment Report--Quarter Ended March 31, 2026
Recommendation: Note & File Quarterly Investment Report
Fiscal Impact: Informational item only

Purpose:

To provide information regarding the investment of City funds.

Strategic Focus Area:

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

Background:

In accordance with the City's adopted Investment Policies, staff prepared the attached investment report for City Council review for the previous quarter (January, February, and March 2026).

Analysis:**Portfolio Highlights:**

- As of March 31, 2026, the City's overall investment portfolio (estimated market value) totaled \$140,251,161, an increase of \$761,929 from the previous quarter.
- Notable transactions during the quarter that affected cash flow included:
 - Property tax and assessment receipts, \$13.5 million;
 - Sales tax receipts, \$4.2 million;
 - Sutter-Butte Flood Control Agency assessments, \$4.0 million;
- The portfolio shows a "paper gain" of \$1,940,040 as of March 31st. This represents the amount of value that the City could gain if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains will not be realized if the investments are held until maturity (which is the City's general investment strategy).
- The City's portfolio is slowly replacing higher-yield investments with lower-yield instruments with

each maturing investment in this declining rate fixed income market, but the overall portfolio yield is showing well as we obtain higher yields when available. The portfolio remains positioned for a declining yield environment by keeping the maturity dates of our purchases to a longer position, currently 1.50 weighted average years to maturity, while remaining watchful for signs of an economic shift. For the quarter ending 3/31/26, 14 investments matured, called or sold, partially, overall, with an average yield of 4.29%. Exclude asset-backed securities, five investments matured or sold with an average yield of 3.81%. These funds were invested in six instruments with an average yield of 3.81%. The Weighted Average Yield to Maturity of the City's total investment portfolio decreased from 4.00% to 3.81% for the quarter.

- The City's cash flow needs will be met by \$45,147,538 million in liquid assets as of March 31st (approximately 33.0% of the City Held Investments portfolio value) currently invested in LAIF, CAMP, First American money management funds, and in the City's Wells Fargo checking account.

Outlook: Geopolitics dominated markets in March and brought a reaction focused on the potential inflationary impact of higher energy prices. Future Fed policy remains uncertain and rising interest rates are a possibility in the fixed income 5-year horizon. Expect the portfolio to remain weighted in US Treasuries and asset-backed securities in the coming months and know that the portfolio is still holding longer duration, higher yield bonds to reduce short-term risk in the current investing climate.

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

Fiscal Impact:

Informational Item only.

Recommendation:

Note and file the Quarterly Investment Report for the period ending March 31, 2026.

Attachments:

1. 3Q26 Investment Report

Prepared By:

Diona Pope
City Treasurer

Submitted By:

Diona Pope
City Treasurer

ATTACHMENT 1



City of Yuba City

Treasurer's Quarterly Investment Report

AS PRESCRIBED BY CALIFORNIA GOVERNMENT CODE SECTION 53646

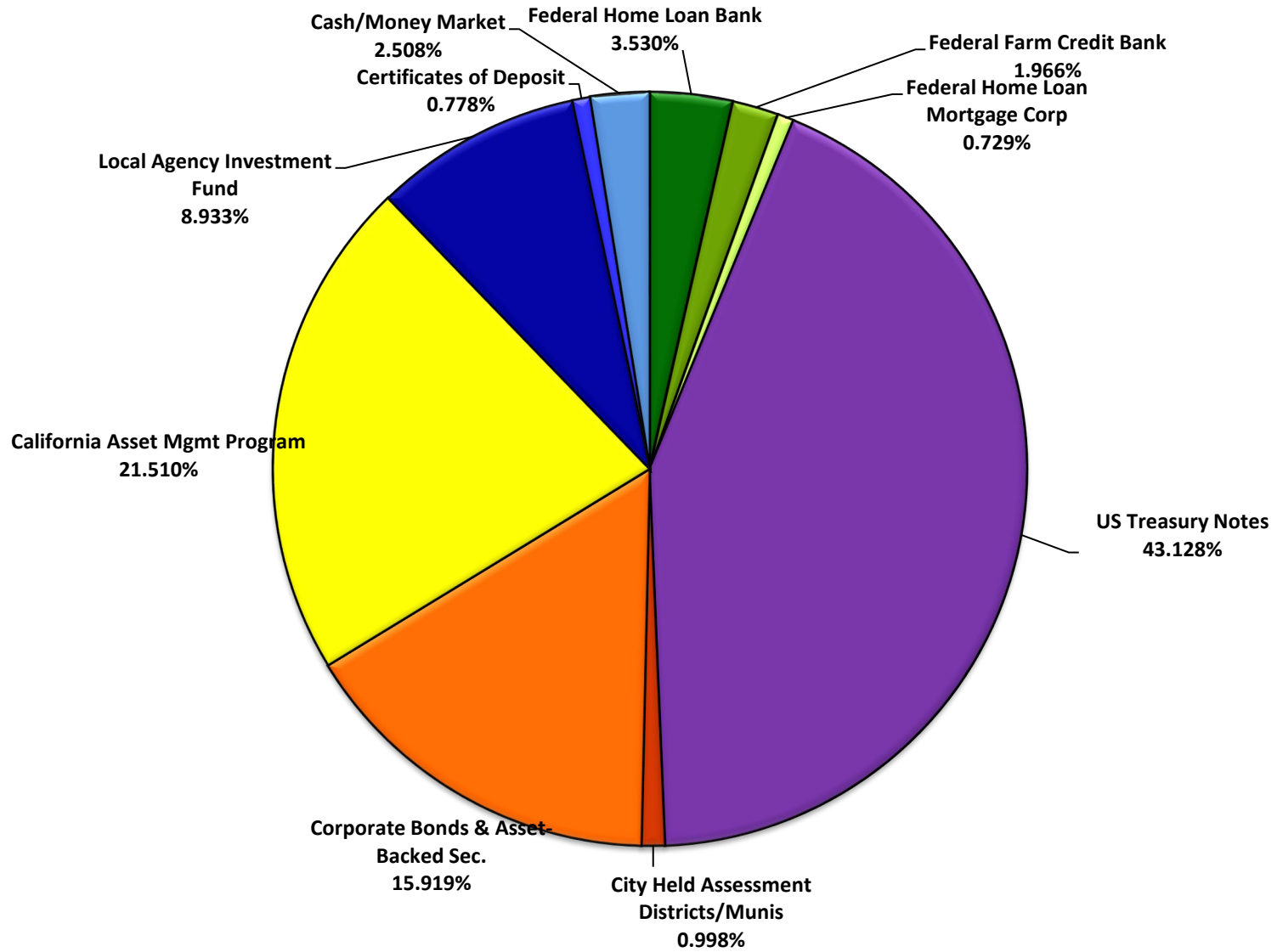
March 31, 2026

The following table provides a comparison of the portfolio for the quarter ending December, and the previous quarters ending January, February, March 2026.

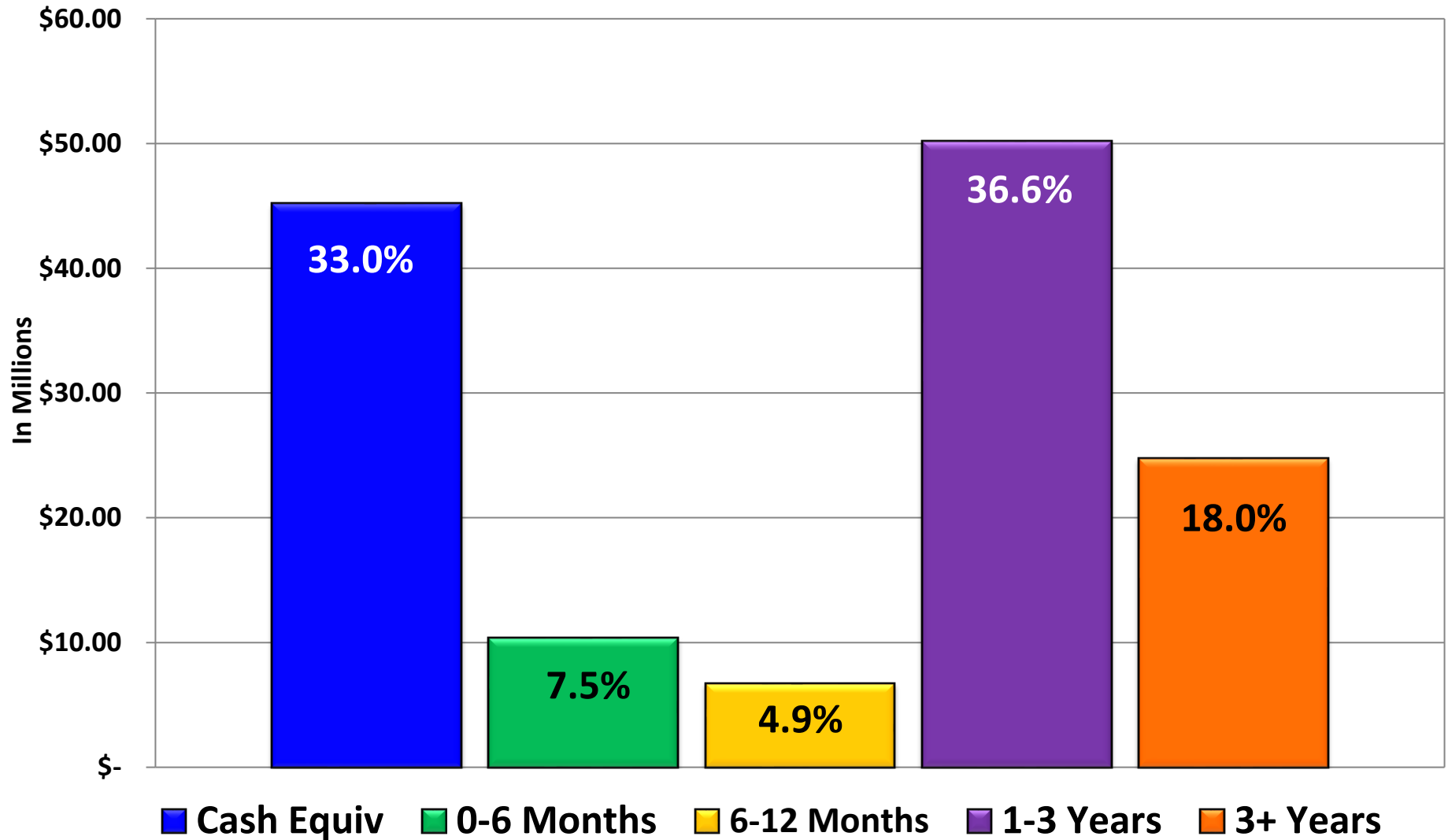
Portfolio Comparison				
	6/30/25	9/30/25	12/31/25	3/31/26
Cost Basis	\$165,166,083	\$137,865,844	\$139,023,483	\$138,311,122
Estimated Market Value	167,107,789	140,050,676	141,404,565	140,251,161
Unrealized Gains/(Losses) ⁽¹⁾	1,941,696	2,184,832	2,381,082	1,940,040
Liquidity	45.74%	33.44%	32.70%	32.95%
Weighted Average Years: Maturity of City Held Funds	1.30 years	1.58 years	1.58 years	1.50 years
LAIF Interest Rate	4.269%	4.340%	4.200%	3.826%
CAMP Interest Rate	4.400%	4.360%	3.950%	3.800%
Portfolio: Weighted Average Yield to Maturity at Market	4.06%	4.00%	3.85%	3.81%
CPI (Annualized)	2.7%	3.0%	2.7%	3.3%

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

Composition of City Held Investments



City Held Investment Portfolio Maturity Distribution



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

March 2026

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
	U.S. Consumer Price Index (Inflation)		03/31/26		3.300%			
1	Local Agency Investment Fund (LAIF)	N/A	Daily	3.826%	3.826%	\$ 12,239,491	\$ 12,239,256	\$ (235)
2	Calif. Asset Management Program (CAMP)	N/A	Daily	3.800%	3.800%	\$ 29,472,285	\$ 29,472,285	-
3	Wells Fargo Money Market & Checking Accts.	N/A	Daily (Sweep)	3.657%	3.657%	\$ 205,549	\$ 205,549	-
4	First American Institutional Prime	26200630S	Daily	4.840%	4.840%	\$ 3,230,448	\$ 3,230,448	-
5	US Treasury Notes	91282CHB0	05/15/26	3.625%	3.730%	\$ 672,207	\$ 674,852	2,644
6	Toyota Motor Credit Corp	89236TJK2	06/18/26	1.125%	1.204%	\$ 224,145	\$ 223,655	(491)
7	US Treasury Notes	91282CKY6	06/30/26	4.625%	4.160%	\$ 1,014,688	\$ 1,002,160	(12,528)
8	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.030%	\$ 910,781	\$ 1,001,977	91,196
9	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.040%	\$ 1,274,984	\$ 1,402,648	127,663
10	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.330%	\$ 405,545	\$ 446,152	40,607
11	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.460%	\$ 807,785	\$ 888,668	80,883
12	US Treasury Notes	91282CCP4	07/31/26	0.625%	3.930%	\$ 1,998,633	\$ 2,198,755	200,122
13	Citibank NA Senior Notes	17325FBJ6	08/06/26	4.929%	4.165%	\$ 780,611	\$ 771,902	(8,709)
14	Federal Home Loan Bank	3130AWTQ3	09/11/26	4.625%	4.750%	\$ 647,680	\$ 652,529	4,849
15	Plumas Bank CD	269101799	09/17/26	0.000%	0.000%	\$ 1,066,512	\$ 1,066,512	-
16	US Treasury Notes	91282CJK8	11/15/26	4.625%	4.044%	\$ 856,179	\$ 854,335	(1,844)
17	US Treasury Notes	912828U24	11/15/26	2.000%	1.939%	\$ 857,648	\$ 914,992	57,343
18	Federal Home Loan Bank	3130AQF65	12/21/26	1.250%	4.122%	\$ 625,591	\$ 687,575	61,984
19	John Deere Med Term Notes	24422EXF1	01/08/27	4.500%	4.110%	\$ 1,206,168	\$ 1,203,756	(2,412)
20	Federal Farm Credit Bank	3133ERS93	01/13/27	4.250%	4.282%	\$ 999,480	\$ 1,003,600	4,120
21	Target Corporation Notes	87612EBM7	01/15/27	1.950%	1.990%	\$ 39,932	\$ 39,372	(560)
22	Microsoft Corp	594918BY9	02/06/27	3.300%	4.360%	\$ 673,813	\$ 696,248	22,435
23	Berkshire Hathaway Financial Notes	084664CZ2	03/15/27	2.300%	2.690%	\$ 417,261	\$ 418,413	1,152
24	US Treasury Notes	91282CEF4	03/31/27	2.500%	4.404%	\$ 795,716	\$ 840,013	44,297
25	US Treasury Notes	91282CEN7	04/30/27	2.750%	3.730%	\$ 841,572	\$ 865,524	23,951
26	UnitedHealth Group	91324PEG3	05/15/27	3.700%	3.710%	\$ 39,978	\$ 39,750	(228)
27	NAROT 2022-B A3	65480JAC4	05/17/27	4.460%	4.460%	\$ 17,635	\$ 17,645	10
28	US Treasury Notes	91282CEW7	06/30/27	3.250%	4.544%	\$ 478,810	\$ 496,525	17,715
29	US Treasury Notes	91282CFB2	07/31/27	2.750%	3.510%	\$ 2,523,016	\$ 2,615,779	92,763
30	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.060%	\$ 1,663,799	\$ 1,724,972	61,173
31	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.150%	\$ 2,463,805	\$ 2,554,391	90,586
32	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.420%	\$ 1,385,751	\$ 1,436,701	50,950
33	US Treasury Notes	91282CFB2	07/31/27	2.750%	4.550%	\$ 1,568,873	\$ 1,626,556	57,683
34	MBART 2022-1 A3	58768PAC8	08/16/27	5.210%	5.210%	\$ 30,091	\$ 30,137	47
35	Buttes Vista 2002-1 AD, 2013 Refunding		09/02/27	2.730%	2.730%	\$ 83,097	\$ 83,097	-
36	Apple Inc	037833DB3	09/12/27	2.900%	3.940%	\$ 286,863	\$ 295,665	8,802
37	Apple Inc	037833DB3	09/12/27	2.900%	4.135%	\$ 473,730	\$ 492,775	19,045
38	Pepsico	713448DY1	10/15/27	3.000%	4.238%	\$ 711,060	\$ 738,578	27,518
39	US Treasury Notes	91282CFZ9	11/30/27	3.875%	4.770%	\$ 1,063,133	\$ 1,077,284	14,151

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

March 2026

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
40	US Treasury Notes	91282CFZ9	11/30/27	3.875%	4.200%	\$ 3,755,617	\$ 3,805,609	49,991
41	US Treasury Notes	91282CFZ9	11/30/27	3.875%	4.060%	\$ 1,440,371	\$ 1,459,544	19,173
42	US Treasury Notes	91282CFZ9	11/30/27	3.875%	3.983%	\$ 1,887,309	\$ 1,912,431	25,122
43	US Treasury Notes	91282CGC9	12/31/27	3.875%	3.983%	\$ 747,044	\$ 750,525	3,481
44	Federal Farm Credit Bank	3133EN5N6	01/06/28	4.000%	3.891%	\$ 433,099	\$ 432,112	(987)
45	American Honda Finance	02665WED9	01/12/28	4.700%	4.341%	\$ 608,940	\$ 601,074	(7,866)
46	Bristol Myers Squibb	110122DE5	02/20/28	3.900%	4.930%	\$ 185,342	\$ 193,628	8,286
47	US Treasury Notes	91282CGP0	02/29/28	4.000%	4.480%	\$ 687,996	\$ 705,203	17,207
48	US Treasury Notes	91282CGP0	02/29/28	4.000%	4.680%	\$ 1,196,193	\$ 1,226,111	29,917
49	Astrazeneca Finance	04636NAF0	03/03/28	4.875%	4.920%	\$ 324,344	\$ 329,986	5,642
50	Mastercard	57636QAW4	03/09/28	4.875%	4.900%	\$ 324,685	\$ 329,820	5,135
51	Federal Home Loan Bank	3130ATSS7	03/10/28	4.500%	4.114%	\$ 1,017,260	\$ 1,012,130	(5,130)
52	Nestle Holdings, Inc	641062BF0	03/14/28	5.000%	5.010%	\$ 674,825	\$ 686,448	11,624
53	Home Depot Inc Corporate Notes	437076CE0	03/15/28	0.900%	4.193%	\$ 511,974	\$ 565,302	53,328
54	JP Morgan Chase & Co	46647PDA1	04/26/28	4.323%	4.800%	\$ 466,289	\$ 474,782	8,493
55	Merck & Co Inc Corp Notes	58933YBH7	05/17/28	4.050%	4.070%	\$ 139,887	\$ 140,164	277
56	US Treasury Notes	91282CCE9	05/31/28	1.250%	3.991%	\$ 1,228,395	\$ 1,325,842	97,447
57	DCENT 2023-A2 A	254683CZ6	06/15/28	0.000%	4.930%	\$ 349,953	\$ 350,725	772
58	Target Corporation Notes	87612EBU9	06/15/28	4.350%	2.010%	\$ 74,999	\$ 75,349	350
59	US Treasury Notes	91282CCH2	06/30/28	1.250%	4.490%	\$ 2,026,785	\$ 2,128,588	101,803
60	US Treasury Notes	91282CCH2	06/30/28	1.250%	0.800%	\$ 773,179	\$ 812,014	38,836
61	US Treasury Notes	91282CCH2	06/30/28	1.250%	0.800%	\$ 2,982,256	\$ 3,132,051	149,795
62	Bank of America Medium Term Notes	06051GKW8	07/22/28	4.985%	4.970%	\$ 449,568	\$ 452,907	3,339
63	US Bancorp MTNS Bank Notes	91159HJF8	07/22/28	4.548%	4.903%	\$ 988,920	\$ 1,000,900	11,980
64	US Treasury Bonds	912810FE3	08/15/28	5.500%	4.751%	\$ 722,504	\$ 726,712	4,208
65	US Treasury Notes	91282CNY3	09/15/28	3.375%	3.625%	\$ 620,656	\$ 618,556	(2,100)
66	Citibank NA Senior Notes	17325FBB3	09/29/28	5.803%	4.850%	\$ 571,522	\$ 571,115	(407)
67	US Treasury Notes	91282CJF9	10/31/28	4.875%	4.659%	\$ 680,906	\$ 692,219	11,313
68	US Treasury Notes	9128285M8	11/15/28	3.125%	4.697%	\$ 515,004	\$ 540,419	25,415
69	US Treasury Notes	91282CPP0	12/15/28	3.500%	3.779%	\$ 699,893	\$ 694,204	(5,689)
70	US Treasury Notes	91282CJR3	12/31/28	3.750%	4.009%	\$ 2,757,652	\$ 2,799,118	41,466
71	US Treasury Notes	91282CJR3	12/31/28	3.750%	3.704%	\$ 1,175,250	\$ 1,192,922	17,672
72	John Deere Med Term Notes	24422EXH7	01/16/29	4.500%	4.550%	\$ 399,036	\$ 403,812	4,776
73	Eli Lilly & Co Bonds	532457CK2	02/09/29	4.500%	4.787%	\$ 987,780	\$ 1,009,990	22,210
74	State Street Corp	857477CN1	02/20/29	4.530%	4.309%	\$ 375,000	\$ 377,104	2,104
75	Cisco Systems Inc Bonds	17275RBR2	02/26/29	4.850%	4.862%	\$ 999,310	\$ 1,018,310	19,000
76	Federal Home Loan Bank	3130AVBD3	03/09/29	4.500%	4.733%	\$ 1,484,835	\$ 1,527,510	42,675
77	Federal Farm Credit Bank	3133EP5U5	03/20/29	4.125%	4.284%	\$ 1,241,138	\$ 1,258,588	17,450
78	National Rural Med Term Notes	63743HFS6	06/15/29	5.150%	4.368%	\$ 467,576	\$ 459,617	(7,960)
79	US Treasury Notes	91282CEV9	06/30/29	3.250%	3.576%	\$ 197,165	\$ 196,368	(797)
80	US Treasury Notes	91282CEV9	06/30/29	3.250%	4.010%	\$ 1,401,855	\$ 1,410,853	8,997
81	US Treasury Notes	91282CEV9	06/30/29	3.250%	3.824%	\$ 2,437,891	\$ 2,453,537	15,647

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

March 2026

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
82	US Treasury Notes	91282CEV9	06/30/29	3.250%	4.100%	\$ 1,347,124	\$ 1,355,770	8,646
83	US Treasury Notes	91282CEV9	06/30/29	3.250%	4.100%	\$ 1,081,223	\$ 1,088,162	6,939
84	Federal Home Loan Bank	3130ATHX8	09/14/29	4.125%	3.930%	\$ 957,990	\$ 957,296	(694)
85	US Treasury Notes	91282CFL0	09/30/29	3.875%	4.108%	\$ 197,969	\$ 200,016	2,047
86	US Treasury Notes	91282CMA6	11/30/29	4.125%	3.722%	\$ 533,246	\$ 529,347	(3,899)
87	NAROT 2025-B A3	65481GAD7	12/15/29	4.490%	4.490%	\$ 634,878	\$ 639,020	4,141
88	Federal Home Loan Mortgage Corp	3134HAW33	12/18/29	4.750%	4.226%	\$ 1,005,644	\$ 999,330	(6,314)
89	Wells Fargo Co Medium Term Notes	95000U4D2	01/23/30	4.182%	4.490%	\$ 430,000	\$ 426,190	(3,810)
90	US Treasury Notes	91282CMG3	01/31/30	4.250%	3.760%	\$ 2,728,813	\$ 2,708,866	(19,948)
91	Honda Auto Receivables Trust 2025-3	43813AQD1	02/21/30	0.000%	0.000%	\$ 514,989	\$ 513,548	(1,442)
92	US Treasury Notes	91282CGQ8	02/28/30	4.000%	3.717%	\$ 632,131	\$ 627,369	(4,762)
93	Ally Auto Receivables Trust	02008KAC7	03/15/30	3.960%	3.830%	\$ 184,974	\$ 184,804	(170)
94	Toyota Auto Owner Trust 2025C CI A3	89238VAD0	03/15/30	4.110%	4.110%	\$ 369,961	\$ 370,385	424
95	Hyundai Auto Receivables Owner Trust 2025C CI A3	44935JAD8	04/15/30	3.880%	3.880%	\$ 429,930	\$ 427,751	(2,179)
96	US Treasury Notes	857477DB6	04/24/30	4.834%	3.984%	\$ 774,435	\$ 761,798	(12,638)
97	Wells Fargo Card Issuance Trust	92970QAJ4	05/15/30	4.340%	4.340%	\$ 794,987	\$ 799,126	4,139
98	US Treasury Notes	91282CHR5	07/31/30	4.000%	3.779%	\$ 655,893	\$ 652,054	(3,839)
99	Staple/Ashley/Cornwell AD		09/02/30	6.000%	6.000%	\$ 52,299	\$ 52,299	-
100	Capital One Multi-asset Execution Trust	14041NGF2	09/16/30	3.820%	3.820%	\$ 544,897	\$ 541,708	(3,188)
101	US Treasury Notes	91282CJG7	10/31/30	4.875%	3.886%	\$ 728,959	\$ 727,265	(1,694)
102	Pfizer Inc Corp Notes		11/15/30	4.200%	4.060%	\$ 1,204,620	\$ 1,191,660	(12,960)
103	Meta Platforms Inc Corp Notes	30303MAB8	11/15/30	4.200%	4.040%	\$ 1,207,428	\$ 1,188,360	(19,068)
104	Toyota Motor Credit Corp	89236TPH2	01/10/31	4.200%	4.520%	\$ 769,761	\$ 759,389	(10,372)
105	WWTP Solar System (DS, June 30)		06/30/33	4.000%	4.000%	\$ 1,231,829	\$ 1,231,829	-
								-
								-
Total City Held Investments						\$ 135,078,524	\$ 137,018,563	\$ 1,940,040

City of Yuba City Investment Report
Investments Held By Trustees
March 2026

No.	Description of Debt Issuance	Account Type	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
106	2013 Water Rev COP	Debt Service	Blackrock T-Fund	Daily	3.550%	3.550%	\$ 2,105	2,105	-
107		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	0	0	-
108	TABs Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	3.550%	3.550%	3,155	3,155	-
109		Interest	Blackrock T-Fund	Daily	3.550%	3.550%	24,654	24,654	-
110		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
111		Principal	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
112		Reserve	Blackrock T-Fund	Daily	4.000%	4.000%	128,859	128,859	-
113	Gauche Park Refunding - 2015	Reserve	Assured Guaranty	Daily	0.200%	0.000%	1,870,568	1,870,568	-
114		Reserve	Blackrock T-Fund	Daily	3.550%	3.550%	479,780	479,780	-
115		Debt Service	Blackrock T-Fund	Daily	3.550%	3.550%	956	956	-
116		Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
117		Reserve	Assured Guaranty	Daily	0.000%	0.000%	650,031	650,031	-
118	CFD Refund 2015	Debt Service	Blackrock T-Fund	Daily	3.550%	3.550%	246	246	-
119		Reserve	Blackrock T-Fund	Daily	3.550%	3.550%	46,737	46,737	-
120	Wastewater Revenue Bonds (CREBS) - 2017	I-Bank Paymnt	Blackrock T-Fund	Daily	3.550%	3.550%	118	118	-
121		Bond	Blackrock T-Fund	Daily	3.550%	3.550%	670	670	-
122		Bond	Blackrock T-Fund	Daily	0.000%	0.000%	-	-	-
123		Bond	Blackrock T-Fund	Daily	0.000%	0.000%	1,828	1,828	-
124	Authority 2018 Wastewater Revenue Bonds	Project	First Am Treas Obl	Daily	3.290%	3.290%	22,890	22,890	-
Total Trustee-Held Investments							\$ 3,232,598	3,232,598	\$ -

TOTAL CITY & TRUSTEE-HELD INVESTMENTS	\$ 138,311,122	140,251,161	\$ 1,940,040

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

Signed: [/s/ Diona Pope](#)
Diona Pope, City Treasurer

Date: 5/5/2026

City of Yuba City - Quarterly Investment Transaction Report
March 2026 - Market Value Summary

Account Types	Balance 12/31/2025	Balance 3/31/2026	Period Activity
City Held Investments			
Local Agency Investment Fund	\$ 7,172,291	\$ 12,239,256	\$ 5,066,965
California Asset Management Program	29,196,081	29,472,285	276,204
Cash/Money Market	8,814,989	3,435,997	(5,378,992)
Federal Agency Securities	10,198,663	8,530,669	(1,667,994)
US Treasuries	59,562,953	59,093,956	(468,998)
Certificates of Deposit	1,066,512	1,066,512	0
Corporate Bonds and Asset Backed Sec.	18,884,677	21,812,663	2,927,986
City-held Assessment Districts & Municipals	1,367,225	1,367,225	0
Supranationals	-	-	0
Total City Held Investments	\$ 136,263,392	\$ 137,018,563	\$ 755,171
Trustee Held Investments			
Water Refunding 2013	\$ 2,086	\$ 2,105	\$ 19
TABs Refunding - 2015	2,500,925	2,507,017	6,092
Gauche Park Refunding	650,979	650,987	8
Sunsweet CFD Refund	46,671	47,101	430
Wastewater Revenue Bonds - 2017	664	670	6
Wastewater Revenue Bonds - 2018	24,516	24,719	203
Total Trustee Held Investments	3,225,840	3,232,598	\$ 6,758
Total	\$ 139,489,232	\$ 140,251,161	\$ 761,929

Investment Activity
January, February, March 2026

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
SALES/REDEMPTIONS								
FHLMC Med Term Notes (Freddie Mac)		01/23/26	07/23/30	01/23/26	Call	4.740%	4.430%	525,420
Nissan Auto Receivables Owners Trust 2022-B A3		01/15/26	05/17/27	01/15/26	Paydown	4.460%	4.460%	6,824
CARMAX 2022-3 A3		01/15/26	04/15/27	01/15/26	Paydown	3.970%	3.970%	7,623
Mercedes Benz Auto Trust 2022-1 A3		01/15/26	08/16/27	01/15/26	Paydown	5.210%	5.210%	12,581
Morgan Stanley Medium Term Notes		01/27/26	01/27/26	01/27/26	Matured	3.875%	1.270%	224,686
US Treasury Notes		02/17/26	02/17/26	02/17/26	Matured	4.000%	4.190%	698,991
CARMAX 2022-3 A3		02/17/26	04/15/27	02/15/26	Paydown	3.970%	3.970%	7,672
Mercedes Benz Auto Trust 2022-1 A3		02/17/26	08/16/27	02/15/26	Paydown	5.210%	5.210%	10,728
Nissan Auto Receivables Owners Trust 2022-B A3		02/17/26	05/17/27	02/15/26	Paydown	4.460%	4.460%	6,245
Federal Farm Credit Bank Notes		03/02/26	03/02/26	03/02/26	Matured	4.500%	5.060%	1,066,581
CARMAX 2022-3 A3		03/16/26	04/15/27	03/15/26	Paydown	3.970%	3.970%	2,375
Mercedes Benz Auto Trust 2022-1 A3		03/16/26	08/16/27	03/15/26	Paydown	5.210%	5.210%	9,173
Nissan Auto Receivables Owners Trust 2022-B A3		03/16/26	05/17/27	03/15/26	Paydown	4.460%	4.460%	5,667
US Treasury Notes		03/31/26	03/31/26	03/31/26	Matured	4.500%	4.117%	1,453,625

Total Sales/Redemptions

4,038,191

PURCHASES

US Treasury Notes	BofA Securities, Inc.	01/28/26	07/31/30	01/27/26	Buy	4.000%	3.779%	655,893
Toyota Motors Medium Term Notes	BofA Securities, Inc.	01/12/26	01/10/31	01/07/26	Buy	4.200%	4.520%	769,761
Wells Fargo Co Medium Term Notes	Wells Fargo Securities, LLC	01/23/26	01/23/30	01/15/26	Buy	4.182%	4.490%	430,043
State Street Corporate Notes	Wells Fargo Securities, LLC	02/17/26	04/24/30	02/13/26	Buy	4.834%	3.984%	774,435
US Treasury Bill	JP Morgan Securities LLC	03/20/26	04/07/26	04/07/26	Buy	0.000%	3.610%	549,007
US Treasury Notes	BofA Securities, Inc.	03/20/26	10/31/30	03/19/26	Buy	4.875%	3.886%	728,959

Total Purchases

\$ 3,908,099

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Development Services Director

Summary

Subject: ZC 26-01 Mobile, Open Air, and Sidewalk Vending Ordinance Update
Recommendation: Adopt by title only and waive the second 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 Zoning Code Amendment 26-01 is not subject to environmental review pursuant to CEQA Guidelines Section 15061(b)(3)
Fiscal Impact: No direct fiscal impact will result from amending the Municipal Code to revise the standards discussed.

Purpose:

To update the Municipal Code standards regulating vending operations within the city limits (including seizure of equipment of illegal vendors serving food), implementation of new requirements from the State involving sidewalk vending, and to clarify limitations on regulations to promote young entrepreneurs.

Strategic Focus Area:

This item is consistent with the City's Strategic Focus Areas of Economic Development and creating and maintaining Safe Communities.

Establishing enhanced penalties for unpermitted vendors protects permitted vendors and restaurants who have complied with food facility regulations and obtained the required permits to operate. Additionally, clarifying special exceptions for young entrepreneurs promotes the development of business acumen for the next generation.

Background:

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

The City's regulation of mobile vendors was last modified over a decade and a half ago. Since that time, there have been substantial changes both in business practices and in comprehensive changes in State law, local vending practices, etc. that necessitate an ordinance update.

On February 25, 2026, the Planning Commission considered this matter at a noticed public hearing. There was no opposition expressed, and the Planning Commission unanimously recommended approval of the proposed Ordinance to the City Council.

On March 17, 2026, the City Council considered this matter by conducting a public hearing and receiving public comment. The City Council directed staff to make certain amendments to the ordinance (explained in the Analysis section below) and to circulate the updated draft ordinance to the local restaurant association for comment. No additional public comments have been received.

On May 5, 2026, the City Council introduced an Ordinance of the City Council of the City of Yuba City finding that Zoning Code Amendment ZC 26-01 is not subject to environmental review pursuant to pursuant to CEQA Guidelines Section 15061 (b)(3) and approving Zoning Code Amendment 26-01 amending Article 53 of Chapter 5 of Title 8 of the Municipal Code regarding Mobile, Open Air, and Sidewalk Vending operations.

Analysis:

The Ordinance proposes to address these issues, as well as other updates, including codifying largely existing practices for youth lemonade stands, removing outdated language, syncing up requirements for mobile and other vendors, etc.

Mobile Vendors

Mobile vendors include food trucks, mobile caterers and can include ice cream trucks, push carts and bicycle carts. Below is a summary of changes proposed for mobile vendors.

- Update definitions for compliance with State law and practice.
- Require a permit to operate to be prominently displayed at point of sale.
- Clarify that permit renewals are to ensure data on file with the City is current.
- Update allowed hours of operation from 8pm to 9pm.
- Establish options for food trucks to operate, if approved by a school, in loading/unloading areas for up to 2.5 hours daily.
- Limit sales from private commercial property to 2 hours before needing to move locations. Create an exception if the City issues a temporary use permit or other approval.
- Provide for a single food truck to serve a party at a private residence for one day.
- Provide an option for limited tables and chairs if allowed by the City under a temporary use permit or specified in another City approval.
- Allow mobile vendors to be at a location on commercial private property, with landowner consent, to vend up to six hours per day and to be onsite a total of nine hours to allow for set-up and clean-up before having to relocate.
- Allow mobile vending to occur on unimproved property with approval of a temporary use permit issued by the City.

Open Air Vending (“Pop Up” Vendors)

Recently there has been a significant spike in illegal vending operations, especially with illegal food vendors temporarily setting up on private and public property and selling food at various locations throughout the city where otherwise prohibited. These operations can be quite extensive, including tents, generators, lights, food service areas, tables, chairs, music, etc. Among others, these “pop up” vendors are often trespassing, do not comply with State food facility regulations overseen by Sutter

County, violate safety and ADA requirements, are in incompatible locations with existing uses, and are placing lawfully operating vendors (including traditional brick and mortar restaurants and licensed food truck vendors) at a significant competitive disadvantage.

City Code Enforcement conducts periodic evening and weekend education and enforcement activities. Despite this, these illegal operators continue to “pop up” throughout the City. Code Enforcement has even had to close down illegal vendors multiple times in a single evening operation. Additionally, many of the operators claim to not have any identification, making any administrative citations or fines difficult to enforce.

The Ordinance provides Code Enforcement with the following additional enforcement options:

- Seize and dispose of perishable materials, including unsafe food.
- Seize equipment associated with the operation. The equipment would be stored by the City for 30 days and then can be disposed of if not claimed by the owner.
- The owner can come to the City to reclaim the property upon providing suitable evidence of ownership, etc.
- Any costs incurred in the salvage, disposal, or storage of impounded property may be assessed against any responsible person, including the owner.
- An appeal process.
- The Ordinance (Section 8-5.5380 (d)) states that violations shall constitute a misdemeanor and not an infraction. Due to restrictions of State law, this provision does not apply to sidewalk vendors.

The ordinance establishes a new “temporary use permit” that can be approved by the Director of Development Services for short-term activities on public or private property for up to three days per week but not more than nine days per month over a six-month period and sponsored by public entities, educational, fraternal, religious or service organizations or tax-exempt organizations. Other temporary uses may be considered by the Director if they are similar in nature and the required findings can be made, otherwise the Director shall forward the matter to the Planning Commission for consideration.

These requirements are in addition to the existing food vendor requirements having the appropriate Sutter County Environmental Health permit(s), City business license, a vending permit, insurance, etc.

Sidewalk Vendors

The State continues to pass legislation imposing additional limitations on the ability of cities to regulate local affairs. This includes the adoption of SB 946 and successor legislation which limits the ability of local governments to regulate sidewalk vendors, except as authorized under the law. In essence, the City is prohibited from regulating sidewalk vendors unless it adopts a program, such as through an Ordinance, in limited circumstances and when the restriction is directly related to objective health, safety, or welfare concerns.

The Ordinance establishes a program requiring, among others, limitations of sidewalk vending in residential zones, in parks with concessions, and on hours of operation; compliance with the ADA and local permit requirements; compliance with applicable Sutter County Environmental Health regulations; distance requirements from special events, etc. Under State law, violations of a city’s sidewalk vending regulations by a sidewalk vendor are punishable only by administrative fine.

As previously stated, the Ordinance (Section 8-5.5380 (d)) states that violations shall constitute a misdemeanor and not an infraction. Due to restrictions of State law, this provision does not apply to

sidewalk vendors.

Young Entrepreneurs

Many youth have had their first business opportunities from a simple stand in their front yards occasionally selling lemonade, baked goods, crafts, and similar items. Others have worked with local businesses to allow occasional sales to entering/exiting customers.

Currently, this is illegal in many cities, who would require health permits, business licenses, insurance, and even entitlements such as a use permit. However, it has been the Council's policy to encourage youth entrepreneurship and promote community engagement, and it has been the City's practice to provide flexibility to these budding entrepreneurs. In furtherance of this, the draft Ordinance proposes to formally codify exceptions for minors under the age of 18 from limited, low-impact sales activities without a business license.

To qualify, sales must be located on a residential property owned or lawfully occupied by the youth entrepreneur, or on a commercial or similar property where the owner or authorized agent has granted permission for the activity. Sales may not include alcoholic beverages, obstruct public rights-of-way or sidewalks, or create traffic or safety hazards (such as having an open flame). Sales shall not exceed a cumulative total of 25 days within a rolling 12-month period. Temporary use of portable tables, chairs, shade structures, or other site furniture, and signs is permitted.

Environmental Considerations:

After reviewing the California Environmental Quality Act (CEQA) and the Guidelines, staff believes this item is covered by the general rule specified at CEQA Guidelines Section 15061(b)(3) and has determined with certainty that there is no possibility the proposed update to the Municipal Code would cause a significant, adverse, effect on the environment. This is because the proposed revisions merely provide for refinements to existing allowed uses and for additional clarity regarding the standards for Mobile, Open Air, and Sidewalk Vending operations in the City of Yuba City.

Fiscal Impact:

No direct fiscal impact will result from amending the Municipal Code to establish the proposed revisions. Existing budgeted monies will be used for this effort.

Alternatives:

The City Council may determine not to adopt the Ordinance or may desire to make revisions; however, if it is desired to make revisions, it will necessitate the updated ordinance to be re-introduced at a future City Council meeting.

Recommendations:

Adopt by title only and waive the second 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 Zoning Code Amendment 26-01 is not subject to environmental review pursuant to CEQA Guidelines Section 15061(b)(3)

Attachments:

1. City Council Ordinance

Prepared By:

Submitted By:

Doug Libby, AICP
Director of Development Services

Robert Bendorf
City Manager

ATTACHMENT 1

ORDINANCE NO. ____

**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**

WHEREAS, there has been a significant spike in illegal vending operations, especially with illegal food vendors temporarily setting up on private and public property and selling food at various locations throughout the city where otherwise prohibited. These operations can be quite extensive, including tents, generators, lights, food service areas, tables, chairs, music, etc. Among others, these “pop up” vendors are often trespassing, do not comply with State food facility regulations overseen by Sutter County, violate safety and ADA requirements, are in incompatible locations with existing uses, and are placing lawfully operating vendors (including traditional brick and mortar restaurants and licensed food truck vendors) at a significant competitive disadvantage; cause queuing of vehicles in the street or unsafe ingress/egress of traffic onto sites not suitable for said traffic, blocking of pedestrian passage, trespassing, or setting up semi-permanent operations contrary to the City’s zoning ordinance and which are not compatible with surrounding lawful uses, sanitation (including the lack of hand washing stations, trash receptacles, and appropriate storage to prevent insect intrusions, etc.); and

WHEREAS, the various challenges the City has encountered include difficulty in citing vendors who do not carry personal identification and enforcing said citations, receiving resources from sister agencies in citing food vendors operating unsafely and in violation of State and county law, and encountering “repeat offenders” who continue to vend in violation of Article 53 of Chapter 5 of Title 8 despite having received multiple warning or administrative citations; and

WHEREAS, the City Council now desires to amend and supplement Article 53 of Chapter 5 of Title 8 pursuant to its police power to permit the City to impound equipment, food, goods, merchandise, and other vending items from vendors operating in violation of the Municipal Code and/or Sutter County Health Department regulations to thereby promote the public health, safety and welfare of the City’s residents and visitors; and

WHEREAS, the California State Legislature has also passed various legislation limiting local regulation of sidewalk vending; and

WHEREAS, local agencies still retain the authority to pass ordinances regulating certain aspects of sidewalk vending, such as time, place, and manner of vending in sensitive areas, but local agencies are prohibited from banning sidewalk vending altogether; and

WHEREAS, additional requirements as to the manner of sidewalk vending are warranted, and are directly related to objective health, safety, and welfare concerns; and

WHEREAS, it has been the Council’s policy to encourage youth entrepreneurship and promote community engagement, and it has been the City’s practice to provide flexibility to these budding entrepreneurs for certain vending. In furtherance of this, the Council desires to formally

codify exceptions for minors under the age of 18 from limited, low-impact sales activities without a business license; and

WHEREAS, the City Council considered this ordinance pursuant to a noticed public hearing at its meeting on May 5, 2026, and now desires to adopt the same.

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

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

SECTION 2. Findings. The City Council finds that the updates to the ordinance are necessary for, and promote, the public health, safety, and welfare. The City Council further finds i) the limitations on hours of sidewalk vending are not unduly restrictive, and are not more restrictive than any limitations on hours of operation imposed by other vending uses; ii) the requirements maintain sanitary conditions; iii) the requirements are necessary to ensure compliance with disability access standards, including the Americans with Disabilities Act of 1990; iii) the City has met the requirements for requiring vendors to obtain a permit for vending from the City; iv) requiring a vendor to possess a valid California Department of Tax and Fee Administration seller's permit promotes accountability, safety, and payment of taxes; v) requiring additional licenses, such as a Sutter County Environmental Health permit for the sales of food, promotes public health, safety, and welfare and is required by law; and vi) requiring compliance with other generally applicable laws is not only consistent with said laws, but allows for more effective enforcement of the same.

The City council also makes additional findings regarding sidewalk vending updates related to objective health, safety, and welfare concerns including as follows:

- (a) The presence or accumulation of sidewalk vendors in areas that are necessary or reserved for vehicular or pedestrian ingress or egress, including driveways, loading or unloading zones (including for schools), building entrances and transit stops, or on sidewalks or pedestrian walkways such that adequate space is not reserved for ingress or egress, can cause trip and fall and traffic accidents, create other hazards such as fire hazards relating to the flow of traffic into or out of a building or facility, and inhibit accessibility by individuals with disabilities and others.
- (b) The use of stands or additional tables, crates or other equipment or items by sidewalk vendors can further impede the flow of vehicular or pedestrian traffic and cause or contribute to traffic accidents, and can also cause bodily injury to pedestrians resulting from obstructed visibility.
- (c) Imposing City business license and permit requirements on sidewalk vendors is necessary to ensure that sidewalk vendors in the City operate in a manner that is safe, legal, and conducive to the public health and welfare.
- (d) The operation of stationary sidewalk vendors in residential areas, and the operation of roaming sidewalk vendors at night in residential areas, can increase the incidence of crime in such areas and cause a public nuisance to the residents of such areas.

- (e) The operation of stationary sidewalk vendors in areas of City parks that are within 50 feet of residential dwellings can cause a public nuisance to the residents of such dwellings.
- (f) The operation of sidewalk vendors in non-residential areas at night, or at any time when the other businesses or uses in such areas are closed, can increase the incidence of crime in such areas.
- (g) The transaction of business between sidewalk vendors and persons in motor vehicles can contribute to or facilitate concealment of criminal activities, including but not limited to solicitation and illegal distribution of controlled substances.
- (h) The creation of loud and unnecessary noises by sidewalk vendors, including the projection or amplification of sounds by sirens, megaphones or other devices, whether for the purposes of attracting attention to their operations or otherwise, can cause a public nuisance.
- (i) The presence of sidewalk vendors in streets or on medians increases the risk of vehicular-pedestrian and vehicular-vehicular traffic accidents and the adverse effects caused by transaction of business between sidewalk vendors and persons in motor vehicles.
- (j) The presence of sidewalk vendors near fire hydrants can impede the ability of firefighters to access the hydrants in the most efficient possible manner and thereby threaten public health and safety by slowing the response time in the event of a fire.
- (k) The operation of sidewalk vendors who sell food or beverages generates trash and refuse and can result in littering, particularly if appropriate receptacles are not provided.
- (l) The presence of unattended stands or other equipment or items of sidewalk vendors at any time, and the parking or storage of such stands or items in public areas when not in operation, can attract criminal activities including theft, and can increase the likelihood of trip and fall accidents and bodily injury to pedestrians who do not see or expect the presence of such items in their path.
- (m) The operation of sidewalk vendors in public parks, where the park operator has an exclusive concessionaire agreement with a concessionaire operating in the park, can unreasonably interfere with the business operations of the concessionaire and the agreement between the park operator and the concessionaire.
- (n) The operation of sidewalk vendors in the immediate vicinity of areas designated for temporary use permit, or other permit or approval issued by the City can unreasonably interfere with the operations of the special event or other activity authorized by the permit.
- (o) The operation of sidewalk vendors in the immediate vicinity of certified farmer's markets or permitted swap meets can unreasonably interfere with the operations of the farmer's market or swap meet.
- (p) The procurement of a permit from the Sutter County Environmental Health Department is required by state law for all sidewalk vendors who sell food.

- (q) All of the regulations imposed on sidewalk vendors by this ordinance are time, place and manner requirements pertaining to the operation of sidewalk vendors and are directly related to objective public health, safety or welfare concerns as set forth in this ordinance.

SECTION 3. CEQA. The City Council finds and determines that the adoption of an ordinance regulating and restricting mobile, pen air, and sidewalk vending operations not a “project” for the purposes of the California Environmental Quality Act (CEQA) as the it establishes administrative activities, or otherwise clarifies uses associated with existing regulations including State regulations, that will not result in direct or indirect physical changes to the environment as contemplated by CEQA Guidelines section 15378. Further, this ordinance is exempt under section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Here it can be seen with certainty that there is no possibility that the activity in question would have a significant adverse effect on the environment. As such, this activity is not subject to CEQA.

SECTION 4. Article 53 (Special Provisions for Mobile and Open Air Vending Operations) of Chapter 5 (Zoning) of Title 8 (Planning and Zoning) of the Yuba City Municipal Code is amended to read in its entirety as follows:

Article 53. - Special Provisions for Mobile, Open Air, and Sidewalk Vending Operations

Sec. 8-5.5305. Declaration of purpose.

The Council expressly finds that the vending of produce and prepared or prepackaged foods, goods, wares, and/or services on public streets, sidewalks, or alleys and on private property could potentially pose unsafe conditions and special dangers to the public health, safety, and welfare of the residents of the City. It is the purpose and intent of the Council, in enacting this article, to provide those persons who engage in those types of vending operations with clear and concise regulations to prevent safety, traffic, and health hazards, as well as to preserve the peace, safety, and welfare of the community.

Sec. 8-5.5310. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) "Business owner" shall mean any person, firm, or corporation, which owns or controls any interest in any business engaged in vending as defined in subsection (u) of this section.
- (b) "Building complex" shall mean a grouping of any number of buildings that was comprehensively planned as a single or multi-phased project. Building complexes are characterized by shared ingress/egress and parking improvements and master planned utility infrastructure. Building complexes can be located on the same or separate parcel(s) of land.

- (c) "Commissary" shall mean a food establishment in which food, containers, equipment, or supplies are stored or handled for use in motorized food wagons or conveyance.
- (d) "Conveyance," as used in this chapter, shall mean any vehicle (except motorized food wagons, as defined below), trailer, cart, wagon, or stand, with or without wheels, which may be moved from one place to another under its own power or by other means.
- (e) "Fixed place of business" shall mean a commercial activity operating from an immovable building or enclosed structure at a permanent location which complies with applicable City, State and Federal regulations.
- (f) "Itinerant merchant," for purposes of this chapter, shall mean any person who engages in a temporary business of selling and delivering goods, wares, or merchandise within the City, and who, in furtherance of such purpose, hires, leases, uses, or occupies any building structure, motor vehicle, tent, public rooms in hotels, lodging houses, apartments, shops, or any street alley, or other place within the City, for the exhibition and sale of such goods, wares, or merchandise, either privately or at public auction; provided that any person so engaged shall not be relieved from complying with the provisions of this chapter merely by reason of associating temporarily with any local dealer, trader, merchant, or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant, or auctioneer.
- (g) "Mobile food vendor" shall mean any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food or drinks by means of a motorized food wagon or nonmotorized vehicle, such as catering truck, motorized cart, food truck, or other itinerant method. It includes a nonmotorized vehicle which is not self-propelled or which cannot be moved by a person pushing or pulling such nonmotorized vehicle. Where one person employs another person to sell food or drinks or where one person leases or rents equipment or a vehicle to another person to allow them to sell food or drinks, both individuals shall be considered mobile food vendors. Mobile food vendor shall not mean a sidewalk vendor as defined by this article.
- (h) "Mobile vendor" shall mean a person conducting commercial activity from either a motorized or nonmotorized vehicle, or in conjunction with the same, offering goods for sale on a temporary, intermittent or seasonal basis in which customers approach the vehicle to make a purchase. This term includes mobile caterers, mobile food vendors, lunch wagons, eating cars, ice cream trucks, pushcarts, bicycle carts, motorized food wagon or conveyance. Notwithstanding, a mobile vendor does not include a sidewalk vendor.
- (i) "Mobile unit" shall mean any vehicle, truck, trailer, cart, pushcart, wagon, bicycle, dray, conveyance or structure on wheels, not firmly fixed to a permanent foundation, which is not required to have a license to operate issued by the California Department of Motor Vehicles.
- (j) "Motor vehicle" shall mean any automobile, truck, trailer or other conveyance requiring a license issued by the California Department of Motor Vehicles.

- (k) "Motorized food wagon" shall mean any vehicle as defined in the California Vehicle Code, which is equipped and used for retail sales of prepared, prepackaged, or unprepared, unpackaged food or foodstuffs of any kind on any public street, alley, highway, or private street, alley, or property within the City of Yuba City. For the purposes of this chapter, a motorized food wagon shall also include any trailer or wagon pulled by a vehicle.
- (l) "Open air vendor" shall mean a person conducting commercial activity from either a motorized or nonmotorized vehicle at a fixed location on private property, offering goods for sale on a temporary, intermittent or seasonal basis in which customers approach the vending operation to make a purchase. Open air vendor operations are not mobile enough to comply with the time requirements identified for mobile vendors and are therefore constrained to setting up operations at an approved fixed location. Open air vending includes commercial activity from a stall or booth, including food sales, and may include associated canopies, tables, chairs, serving tables, temporary signage, or displays affiliated with the same. Notwithstanding, an open air vendor does not include a sidewalk vendor.
- (m) "Operator's permit" shall mean either a mobile vendor permit, open air vendor permit, or sidewalk vendor permit as provided for in this article.
- (n) "Permittee" shall mean the person issued a permit to operate either a mobile or open air vending operation by the city.
- (o) "Persons" shall mean any person, business owner, firm, partnership, association, or corporation, and includes, but is not limited to, owners, operators, drivers, lessors, and lessees of motorized food wagons and conveyances.
- (p) "Public sidewalk or street" shall mean all of those areas dedicated as public thoroughfares, including, but not limited to, roadways, parkways, medians, alleys, sidewalks and public ways or dedicated easements for public rights-of-way.
- (q) "Sidewalk vendor" shall mean a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path. A sidewalk vendor also includes a "roaming sidewalk vendor" who moves from place to place and stops only to complete a transaction, as well as a "stationary sidewalk vendor" who vends from a fixed location.
- (r) "Vend" or "vending" shall mean the sale of any goods, wares, merchandise, prepared, prepackaged, or unprepared, unpackaged food or foodstuffs of any kind from private or public property.
- (s) "Vendor"/"operator" shall mean any person who sells and makes immediate delivery, or offers for sale and immediate delivery, any goods, wares, or merchandise, or drives, operates, vends, and/or prepares food on or from a motorized food wagon or conveyance.

Sec. 8-5.5315. Regulation of sales.

It is unlawful for any person to vend, or attempt to engage in vending, or to conduct business for the purpose of vending, or operate any vehicle or conduct any business for the purpose of vending, from any motor vehicle, motorized food wagon, mobile unit, or conveyance, that is parked, stopped, or standing upon any public street, alley, highway, or property, or private street, alley, or property within the City except in accordance with all applicable provisions of this chapter.

Sec. 8-5.5320. Permit to operate—Mobile vendors.

A person desiring to engage in a mobile vendor operation, as defined by this article, shall submit a written application for a zoning clearance permit with all supporting information required by the City. Such application shall be accompanied by a nonrefundable, non-transferable application fee in an amount as may be established by resolution of the Council. A zoning clearance permit shall be required to be renewed annually so that all information on file is current and a separate nonrefundable, nontransferable application fee shall annually be paid for such renewal application. Vendors must have the permit in their possession when vending. Additionally, the permittee shall display a City issued permit sticker upon each of their mobile units, motor vehicles, or motorized food wagons, to demonstrate compliance with the requirements of this article. For mobile vending not directly occurring from a mobile unit, motor vehicle, or motorized food wagon, such as may be the case for certain mobile food vendors, the permit must be prominently displayed at the point of sale in a location readily visible to the public and available for inspection.

- (a) As part of the permit to operate application, the vendor or business owner shall provide the following:
 - (1) Name, mailing address, and telephone number of applicant;
 - (2) Presentation of a California driver's license, if any, or other photographic identification issued by a State or United States Federal agency establishing the applicant's age as 18 or older;
 - (3) Proof of current vehicle registration and a copy of an applicable vehicle insurance policy for any vehicles used in the vending activity;
 - (4) Four photographs (showing different exterior views) of each motorized food wagon or conveyance;
 - (5) A copy of a current Sutter County Environmental Health permit for any food service vending operation;
 - (6) A copy of the vendor or business owner's current business license certificate and applicable Board of Equalization Seller's Permit;
 - (7) Business owners must show proof of payment to a commissary for the prior 12 months for all cases involving the reissuance of a permit; and proof of current payment for new vendors;
 - (8) Satisfactory proof of insurance as required by Section 8-5.5355;
 - (9) A description of the goods, wares, merchandise, products, or any other thing or representation of value on consignment which will be the subject of the applicant's peddling or itinerant merchant business or activity.

(b) A permit to operate shall be granted unless:

- (1) The vendor or business owner fails to submit a complete application;
- (2) The vendor or business owner makes any omission, untrue statement or material misrepresentation in the application or provides fraudulent documentation with the application;
- (3) The vendor or business owner has violated this article within the last 12 months;
- (4) Any vehicle proposed to be operated lacks the required equipment, is improperly licensed or is unsafe;
- (5) The vendor or business owner has not otherwise complied with this article.

Sec. 8-5.5325. Conditions to operate—Mobile vendors.

A person who has obtained a zoning clearance permit to operate a mobile vending operation shall comply with all of the required conditions below or be subject to revocation of the permit as described in Section 8-5.5360.

- (a) No permittee shall engage in business activity between the hours of 9:00 p.m. and 8:00 a.m., except upon invitation of the occupant or business owner.
- (b) No permittee shall solicit or attempt to solicit on any premises on which a notice or sign is clearly posted prohibiting solicitations or indicating the owner or occupant desire not to be solicited.
- (c) The peddling of goods, merchandise, wares, or foods within a public or private parking lot is prohibited, unless the permittee can provide written permission from the property owner of the subject property to be located at said location.
- (d) The permit shall be exhibited by the permittee whenever requested by a law enforcement officer or at the request of any citizen the permittee is engaged in selling or soliciting.
- (e) The permittee shall maintain a valid City business license certificate at all times.
- (f) No permittee shall peddle goods from any motorized vehicle that is not properly licensed and insured as required by the State of California.
- (g) Any permittee engaged in the sale of tangible personal property that would normally be subject to sales tax if sold at retail shall maintain and have available for review, their California Sellers Permit issued by the California Department of Tax and Fee Administration.
- (h) No permittee shall intentionally or deliberately obstruct the free movement of any member of the public on any sidewalk, street or public place.
- (i) No permittee shall peddle items or solicit to a captive audience, including persons in lines or seated in public places.
- (j) No permittee shall peddle any prepackaged food unless the items have all State and Federally required food labels and a Sutter County Environmental Health permit, to sell such items.

- (k) Except as otherwise provided, no permittee shall peddle any goods, merchandise, wares or foods by sitting, standing or walking on a public street, or upon a median or parkway within a public street or right-of-way.
- (l) No permittee shall peddle or attempt to peddle to the occupant(s) of a vehicle in a public street or highway.
- (m) The permittee may not park, store, or maintain a vehicle on a residentially zoned parcel in the City or a public street in a residential area.
- (n) The permittee shall comply with all California State Vehicle Code Requirements.
- (o) Except for bicycle carts, peddling is prohibited from or within a public street or highway.
- (p) The use of amplified music and horns must comply with the City's noise regulations as specified in Title 4, Chapter 17.

Sec. 8-5.5330. Parking and stopping restrictions—Mobile vendors.

- (a) A mobile vendor may locate and operate in the public right-of-way subject to the following conditions:
 - (1) A vendor shall not operate within 100 feet of any street intersection.
 - (2) No mobile vendor shall stop to conduct his or her business or activity from a motor vehicle or mobile unit within 200 feet of another mobile vendor who has already stopped to conduct business.
 - (3) A mobile vendor not on private property (such as in the public right of way) shall move not less than 600 feet at least every 30 minutes and may not return to a previous location or within 600 feet of a previous location on the same calendar day.
 - (i) An exception to the above requirements include an industrial/office building or complex where there are multiple shift changes over a 24-hour day. For those occurrences, a mobile vendor can return to the same location a maximum of two times during a calendar day.

An additional exception shall include school zones, as allowed by the school district in writing, where mobile vendors do not interfere with school functions and may operate in designated drop-off and pick-up zones for up to 2.5 hours daily to provide food service on the sidewalk side of the vehicle only.

- (b) A mobile vendor operating lawfully on private property (e.g., not in the public right of way or on a street) shall move not less than 600 feet at least every 9 hours and may not return to a previous location or within 600 feet of a previous location on the same calendar day. No mobile vendor shall be onsite for more than 9 hours, or be engaged in vending more than 6 hours during that time.

- (1) An exception to the above requirements are those uses that are specifically authorized on private property with an approved use permit, temporary use permit, or other permit or approval issued by the City.
- (c) No mobile vending may occur on unimproved property without a temporary use permit issued by the City.
- (d) Notwithstanding the foregoing subsections, a mobile food vendor hired by a homeowner or lawful resident to exclusively serve at the private residence for a party or similar event may operate and park under the following conditions:
 - (1) Service is limited to only the residential property.
 - (2) Only a single mobile vendor may be present at any one time.
 - (3) A mobile food vendor may park either in the driveway or along the street in front of the residence for the duration of the event. No parking is authorized overnight. If the residence is located within 100 of a local (residential) intersection, then any mobile vending parking on the roadway must be at least 25 feet from the intersection. If the residence is located within 100 feet of any other type of roadway (such as a collector or arterial) intersection, then the mobile vending parking must be located at least 50 feet from the intersection if it is not reasonably feasible to park at least 100 feet away or to use the driveway.
 - (4) No use permit, temporary use permit, or other permit is required for use of the residential property in such a manner. However, the mobile food vendor is still required to comply with section 8-5.5335, including a permit to operate.
 - (5) This exception shall not be used more than six times in a rolling twelve- month period.
 - (6) This exception does not apply to apartment complexes.

**Sec. 8-5.5335. Condition/appearance of site and motorized food wagon and conveyance—
Mobile vendors.**

- (a) Any permitted mobile vendor who stops at a site shall maintain the property as follows:
 - (1) The site shall be maintained in a safe and clean manner at all times.
 - (2) No tables, chairs, fences, shade structures, or other site furniture (permanent or otherwise), or any freestanding signs shall be permitted for the customers of the business.
 - (i) An exception to this requirement is a mobile food vendor legally operating at an event allowing said uses or site furniture or signs consistent with an approved use permit, temporary use permit, or other permit or approval issued by the City that specifically allows for the use.

- (i) An exception to this requirement is for a mobile food vendor hired by a homeowner or lawful resident to exclusively serve at the residence for a period not to exceed one day during normal operation hours, for a total period not to exceed six times in a rolling twelve-month period. For such authorized uses, site furniture may be used on the residential property itself, but not in the street.
- (3) Exterior storage or display of surplus refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited.
- (b) Any permitted mobile vendor shall comply with the following standards for the condition/appearance of their motorized food wagon and conveyance:
 - (1) The vendor shall display, in plain view and at all times, current permits and licenses in or on their vehicle.
 - (2) Any motorized food wagon or conveyance used in the course of vending shall be entirely self-sufficient in regards to gas, water, and telecommunications.
 - (3) Should any utility hook-ups or connections to on-site utilities be required, the vendor shall be required to apply for appropriate permits to ensure building and public safety and consistency with applicable building and zoning regulations.
 - (4) The vendor shall not discharge items from any motorized food wagon or conveyance vehicle onto the sidewalk, gutter, storm inlets, or streets.
- (c) Any permitted mobile vendor shall comply with the following sanitation standards.
 - (1) All motorized food wagons or conveyances shall operate out of a commissary pursuant to the requirements of the California Health and Safety Code.
 - (2) All motorized food wagons or conveyances shall be equipped with refuse containers large enough to contain all refuse generated by the operation of such a vehicle, and the vendor of the motorized food wagon or conveyance shall pick up all refuse generated by such operation within a 25 foot radius of the vehicle before such vehicle is moved. No vendor shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such vendor.
 - (3) A motorized food wagon or conveyance shall comply with California Health and Safety Code regarding the availability of adequate toilet facilities for use by food service personnel.

Sec. 8-5.5340. Permit to operate—Open air vendors.

A person desiring to engage in an open air vendor operation, as defined by this article, shall submit a written application for a use permit with all supporting information required by the City. Such application shall be accompanied by a nonrefundable, nontransferable application fee in an amount as may be established by resolution of the Council. Any such permit shall be required to be renewed annually and a separate nonrefundable, nontransferable application fee shall be paid annually for such renewal application. Vendors must have the permit in their

possession when vending. There must be at least one vendor with a valid permit present whenever vending is taking place.

- (a) As part of the permit to operate application, the vendor or business owner shall provide the same information as specified in Section 8-5.5320(a). In addition, the applicant must also provide the following:
 - (1) An affidavit in a form approved by the City from the property owner (if other than self) permitting the vendor to locate on the site;
 - (2) A site plan, drawn to scale and with dimensions, indicating the location of all existing buildings, structures, driveways, parking spaces, traffic controls, and improvements, and the location or areas where the proposed vending activity, structures, and improvements related to the vending activity will be located upon the site;
 - (3) If the open air vendor is located within 400 feet of a business selling similar goods and products, then the vendor shall obtain written approval from said business and submit such written approval as part of the application.
- (b) The open air vending application for a use permit shall be forwarded to the Planning Commission for review unless:
 - (1) The business owner or vendor fails to submit a complete application;
 - (2) The business owner or vendor makes any omission, untrue statement or material misrepresentation in the application or provides fraudulent documentation with the application;
 - (3) The business owner or vendor has violated this article within the last 12 months;
 - (4) Any vehicle proposed to be operated lacks the required equipment, is improperly licensed or is unsafe;
 - (5) The business owner or vendor has not otherwise complied with this article.
- (c) Any use permit request for an open air vending operation shall be processed in accordance with Section 8-5.7003.
- (d) Notwithstanding subsections (b) and (c), and to the extent the proposed use is not otherwise subject to Section 8-5.5103, the Director of Development Services may instead issue a temporary use permit for a variety of short-term activities.
 - (1) Temporary open-air vending. Short-term activities include the following types of temporary uses:
 - (i) Publicly owned property. Events that are to be conducted on publicly owned property for up to three days per week but not more than nine days per month over a six-month period and are sponsored by public entities, educational, fraternal, religious, or service organizations directly engaged in civic or charitable efforts, or to tax exempt organizations in compliance with 501(c) of the Federal Revenue and Taxation Code.
 - (ii) Private Property. Events to be conducted on private property, having appropriate commercial zoning and property owner authorization, for up to three days per week but not more than nine days per month.

- (iii) Any other temporary use the Director of Development Services may determine is similar in nature. If the use does not qualify, then the open air vending application for a use permit shall be forwarded to the Planning Commission for review in accordance with Section 8-5.7003.
- (2) Required findings. The Director may approve a temporary use permit application, with or without conditions, only if all of the following findings are made:
 - (i) The operation of the requested temporary use at the location proposed and within the time period specified would not jeopardize, endanger, or otherwise constitute a menace to the public convenience, health, safety, or general welfare;
 - (ii) The proposed location is adequate in size and shape to accommodate the temporary use without material detriment to the use and enjoyment of other properties located adjacent to and in the vicinity of the parcel;
 - (iii) The proposed parcel is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that the temporary use would or could reasonably be expected to generate; and
 - (iv) Adequate temporary parking to accommodate vehicular traffic to be generated by the use would be available either on site or at alternate locations acceptable to the Director.
- (3) Appeals. Any applicant or person claiming to be directly and adversely affected by any action of the Director may file an appeal in accordance with Section 8-5.7104.

Sec. 8-5.5345. Conditions to operate an Open Air Vending Operation.

- (a) Open air vending operations are allowed under the following conditions or be subject to revocation of the permit as described in Section 8-5.5360.
 - (1) Vendors may only locate on private property except as authorized by a temporary use permit issued under Section 8-5.5340. No open air vending operations shall be allowed on public property, including the public right-of-way, except as authorized by a temporary use permit, event permit, or similar permit issued by the City.
 - (2) Open air vending operations are allowed in areas where there is a large unmet need for service to be offered by the open air vendor; in general, open air vending operations shall only be allowed in the following areas of the City:
 - (i) Industrial building/complex greater than 65,000 square feet.
 - (ii) Office building/complex greater than 50,000 square feet.
 - (iii) Retail building/complex greater than 100,000 square feet.

The Planning Commission may issue use permits for open air vending operations in areas of less square footage than shown above when the findings for issuance of a use permit, as provided in section 8-5.7003(d), and in particular, finding number (d)(5), can be made, based on information in the record. The obligation to present evidence

of an unmet need in areas of less square footage than shown above is the responsibility of the applicant.

(3) Open air vending operations shall comply with the following development standards:

- (i) An open air vendor shall be incidental to a primary use of the subject property on which it is located, with the primary use having a valid City business license certificate.
- (ii) An open air vendor shall not be permitted as an accessory use to a stand-alone parking lot.
- (iii) If the open air vendor is located within 400 feet of a business selling similar goods and products, then the vendor shall obtain written approval from said business before being issued permit to operate.
- (iv) An open air vendor cannot utilize, or be located on, parking spaces required for the primary use at that property.
- (v) An open air vendor cannot be located on a vacant, undeveloped parcel or lot.
- (vi) An open air vendor must be located on a paved concrete or asphalt parking surface.
- (vii) An open air vendor cannot interfere with access, parking, aisles, circulation, driveways, or fire lanes and hydrants.
- (viii) An open air vendor cannot interfere with pedestrian movement or create a pedestrian hazard.
- (ix) An open air vendor shall not peddle any food unless the items have all State and federally required food labels and a Sutter County Environmental Health permit, to sell such items.
- (x) An open air vendor engaged in the sale of tangible personal property that would normally be subject to sales tax if sold at retail shall maintain and have available for review, their California Seller's Permit issued by the California Department of Tax and Fee Administration.

Sec. 8-5.5350. Condition/appearance of site—Open air vendors.

- (a) Any permitted open air vendor who is located at an approved fixed location shall maintain the property as follows:
 - (1) The site shall be maintained in a safe and clean manner at all times.
 - (2) No tables, chairs, fences, shade structures, or other site furniture (permanent or otherwise), or any freestanding signs shall be permitted for the customers of the business.
 - (3) Exterior storage or display of surplus refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited.
- (b) Any permitted open air vendor shall comply with the following standards for the condition and appearance of their motorized food wagon and conveyance.
 - (1) The vendor shall display, in plain view and at all times, current permits and licenses in or on their vehicle.

- (2) Any motorized food wagon or conveyance used in the course of vending shall be entirely self-sufficient in regards to gas, water, and telecommunications.
- (3) Should any utility hook-ups or connections to on-site utilities be required, the vendor shall be required to apply for appropriate permits to ensure building and public safety and consistency with applicable building and zoning regulations.
- (4) The vendor shall not discharge items from any motorized food wagon or conveyance vehicle onto the sidewalk, gutter, storm inlets, or streets.

Sec. 8-5.5353. Permit to operate - Sidewalk Vending.

A person desiring to engage in a sidewalk vendor operation, as defined by this article, shall submit a written application for a zoning clearance permit with all supporting information required by the City. Such application shall be accompanied by a nonrefundable, non-transferable application fee in an amount as may be established by resolution of the Council. Any such zoning clearance permit shall be required to be renewed annually and a separate nonrefundable, nontransferable application fee shall be paid annually for such renewal application.

- (a) As part of the permit to operate application, the vendor or business owner shall provide the following to the City:
 - (1) Identification in the form of a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number in lieu of a social security number if the City otherwise requires a social security number for the issuance of a permit or business license.
 - (2) A copy of the vendor or business owner's current business license certificate and applicable Board of Equalization Seller's Permit.
 - (3) Any additional licenses from other state or local agencies to the extent required by law, such as a Sutter County Environmental Health permit for the sales of food.
 - (4) Any other information to ensure compliance with other generally applicable laws.
 - (5) Information on operations, including, but not limited to, any of the following:
 - (i) The name and current mailing address of the sidewalk vendor.
 - (ii) A description of the merchandise offered for sale or exchange.
 - (iii) A certification by the vendor that to their knowledge and belief, the information contained on the application is true.
 - (iv) The California seller's permit number (California Department of Tax and Fee Administration sales tax number) of the sidewalk vendor.
 - (v) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal.
- (b) A permit to operate shall be granted unless:
 - (1) The vendor or business owner fails to submit a complete application;
 - (2) The vendor or business owner makes any omission, untrue statement or material misrepresentation in the application or provides fraudulent documentation with the application;
 - (3) The vendor or business owner has violated this article within the last 12 months; or

- (4) The vendor or business owner has not otherwise complied with this article.

Sec. 8-5.5344. Conditions to operate – Sidewalk Vendors.

A person conducting a sidewalk vending operation shall comply with all of the required conditions below or be subject to revocation of the permit as described in Section 8-5.5360.

- (a) No sidewalk vendor shall operate without first obtaining and maintaining a valid City business license certificate and a sidewalk vendor's permit.
- (b) Each sidewalk vendor shall display the required sidewalk vendor's permit in a conspicuous location on the sidewalk vendor's person or stand at all times while the sidewalk vendor is operating.
- (c) Operating Restrictions. It shall be unlawful and a violation of this chapter for any sidewalk vendor to:
 - (1) Operate outside the hours authorized in the required sidewalk vendor's permit, which hours shall not exceed 8:00 a.m. to 9:00 p.m.;
 - (2) Operate as a stationary sidewalk vendor at any time in any residential zone;
 - (3) Leave unattended any stand at any time while operating, or store, park or leave unattended any stand at any time outside of operating hours on any public sidewalk, pedestrian walkway, or other public place;
 - (4) Sell food without first obtaining and thereafter maintaining the required permit issued by the Sutter County Environmental Health permit or any other permit or license required pursuant to Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code;
 - (5) Sell food for immediate consumption unless there is a litter receptacle available for patrons' use;
 - (6) Leave any location without first disposing of all trash or refuse generated by operating in such location;
 - (7) Allow any items used in connection with the operation to be placed or stored anywhere other than in, on, or under the stand, or on the person of the sidewalk vendor;
 - (8) Operate from a stand other than the stand authorized pursuant to the sidewalk vendor's permit;
 - (9) Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or displaying capacity of a stand without having obtained express authorization to do so pursuant to the required sidewalk vendor's permit;
 - (10) Solicit or conduct business with any person in a motorized vehicle;

- (11) Sell anything other than the specific food, beverages or merchandise authorized to be sold as part of the operation pursuant to the required sidewalk vendor's permit;
- (12) Create any unnecessary noise in violation of this Code, including but not limited, except that such conduct, when engaged in by a sidewalk vendor while operating, shall be punishable only by the administrative fines established pursuant to this chapter;
- (13) Operate within: (a) 50 feet of any fire hydrant; (b) 25 feet of any transit stop; (c) 25 feet of any building entrance; (d) 15 feet of the outer edge of any driveway or vehicular entrance to public or private property; (e) within 5 feet of any other sidewalk vendor on any public sidewalk, pedestrian path or walkway or other area intended for ingress or egress;
- (14) Operate on any public sidewalk or pedestrian path or walkway in a manner that does not maintain 4 feet in width of clear space on the sidewalk, path or walkway, or which otherwise is not in compliance with the Americans with Disabilities Act of 1990;
- (15) Operate on a public sidewalk, pedestrian path or walkway in, or within 1,000 feet of any entrance of, a place of public assemblage during or within two hours before or after any event held at the place of public assemblage with the capacity to host 500 or more persons. For purposes of this paragraph: (i) "event" excludes any private gathering that is open neither to the ticketed public nor to the public generally and that does not exceed 500 persons; and (ii) "entrance" means and includes any building entrance or exit and any entrance or exit to or from exterior premises, such as through outer fences or gates or into outer parking lots or driveways on the property or site of the place of public assemblage.
- (16) Operate within 100 feet of any street intersection adjacent to a school site, or within 200 feet of another sidewalk vendor who has already stopped to conduct business at a school site, and shall move not less than 600 feet at least every two hours and may not return to a previous location or within 600 feet of a previous location on the same calendar day.
- (17) Operate in any public street (i.e., in the street itself and not on the sidewalk), or on any median;
- (18) Operate as a stationary sidewalk vendor in any park owned or operated by the City, where the City or other park operator has an agreement in place with a concessionaire that exclusively permits the sale of food or merchandise by the concessionaire, during the hours the concessionaire is open in the park;
- (19) Operate as a stationary sidewalk vendor within any area of a City park that is within 50 feet of an abutting residential dwelling;
- (20) Operate within a parking lot, except as expressly authorized pursuant to the required sidewalk vendor's permit based on a finding that such operation will not obstruct vehicular ingress, egress, or parking, or adversely affect public health or safety;

- (21) Operate within 500 feet of a certified farmers' market or a permitted swap meet during the operating hours of that certified farmers' market or swap meet;
- (22) Operate within 500 feet of an area designated for a temporary use permit issued by the City during the duration of the permit; provided, that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the temporary use permit are also provided to the sidewalk vendor, if such vendor is specifically permitted to operate in the area pursuant to a sidewalk vendor's permit;
- (23) Operate in any area or manner that would obstruct or interfere with disability access standards or accessibility to any facility or area that is provided pursuant to requirements of or in compliance with the Americans with Disabilities Act of 1990; or
- (24) Operate in violation of any applicable law or regulation.

Sec. 8-5.5355. Insurance requirements.

To obtain an operator's permit from the City, the operator must demonstrate that it maintains, at its sole expense, liability insurance as established by the Director of Development Services from time to time.

Sec. 8-5.5360. Revocation of permits.

Any permit issued by the City under this article may be revoked by the issuing City department or body for the following, and no new permit shall be issued after revocation for 12 months:

- (a) The existence of any fact which, at the time of application, would have caused the City to deny the application, whether such fact existed at the time of the application or occurred thereafter;
- (b) Any violation of laws relating to the requirements for operation of a mobile or open air vending operation;
- (c) Failure to maintain insurance as required by this article;
- (d) Failure to maintain a mobile or open air vending operation in a safe and sanitary condition such that the vehicle could pass, at any time throughout the permit period, the inspection required for the issuance of a permit;
- (e) Fraud, misrepresentation, or a false statement made in the course of applying for a permit or carrying on the business of a vendor;
- (f) The conviction of any crime or misdemeanor involving moral turpitude;
- (g) Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace, trespass, or to constitute a menace to the health, safety, or general welfare of the public; or

(h) Any violation of this article.

Sec. 8-5.5365. Appeal of revocation or denial.

An operator or applicant for an operator's permit shall be entitled to appeal the City's decision to revoke or deny a permit by filing a written notice of appeal with the City Clerk within ten days from the date the notice of revocation or denial is mailed. The appeal shall set forth the reasons why such action is not proper. Failure to set forth specific reasons why the action is improper or to timely file such appeal shall constitute a waiver of the right to appeal, and the proposed adverse action shall become final. The appeal shall be conducted pursuant to the provisions of Article 70 of the Zoning Code.

Sec. 8-5.5370. Exceptions.

The provisions of this article shall not apply to:

- (a) Any person engaged in vending conducted in connection with the operations of a State-certified open-air market or an authorized street fair or event under a special event permit, lease, real property license, agreement (including a concession, or a preexisting businesses identified by the Council in former Section 8-8.5375 that became effective June 17, 2010, for which a separate agreement with the City is required to be in effect with said preexisting business), or other entitlements or approvals issued by the City .
- (b) Any person delivering any goods by vehicle where such goods have been ordered in advance for such delivery from any business located at a permanent location and which goods are being delivered from such location to the customer by vehicle, regardless of the point of sale.
- (c) Persons invited to call upon private residences or businesses that operate from a fixed place of business located in or outside the City limits.
- (d) Persons selling or soliciting sales of daily or weekly newspaper as defined by the California Government Code.
- (e) Persons soliciting or canvassing on behalf of or against any candidate for public office or any ballot initiative.
- (f) Persons engaged in selling or soliciting sales as a fundraiser for a local school, civic or nonprofit corporation. For the purposes of this section, local shall mean within a seven-mile radius of the City limits.
- (g) Persons engaged in religious solicitation or other protected religious activities.
- (h) Young entrepreneurs. It is the Council's policy to encourage youth entrepreneurship and community engagement by exempting minors under the age of 18 from this chapter when conducting limited, low-impact sales activities. Notwithstanding any other provision of this Code, this exemption is allows occasional vending for lemonade stands, baked goods, crafts, and similar small-scale activities as authorized by the Development Services Director or designee without the burden of full commercial permitting or regulatory requirements including a business license certificate. To qualify, sales must be

located on a residential property owned or lawfully occupied by the youth entrepreneur, or on a commercial or similar property where the owner or authorized agent has granted permission for the activity. Sales may not include alcoholic beverages, obstruct public rights of way or sidewalks, or create traffic or safety hazards (such as having an open flame). Sales shall not exceed a cumulative total of 25 days within a rolling 12 month period. Temporary use of portable tables, chairs, shade structures, or other site furniture, and signs is permitted.

Sec. 8-5.5375. [Reserved].

Sec. 8-5.5380. Penalties.

Any person violating any provisions or failing to comply with any of the mandatory requirements of this article is subject to the following penalties:

- (a) Violations are subject to enforcement by any means authorized in this Code, including but not limited to the administrative enforcement provisions established in Section 1-6.010 of the Municipal Code. Notwithstanding, said enforcement shall be limited for sidewalk vendors as follows:
 - (1) A violation of sidewalk vending requirements, other than failure to possess a valid sidewalk vending permit, is only punishable by the following:
 - (i) An administrative fine of one hundred dollars (\$100.00) for a first violation.
 - (ii) An administrative fine of two hundred dollars (\$200.00) for a second violation within one year of the first violation.
 - (iii) An administrative fine of five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
 - (iv) Rescission/revocation of a sidewalk vending permit for the term of that permit upon the fourth violation or subsequent violations.
 - (2) Vending without a sidewalk vending permit issued by the City is only punishable by the following:
 - (i) An administrative fine of two hundred fifty dollars (\$250.00) for a first violation.
 - (ii) An administrative fine of five hundred dollars (\$500.00) for a second violation within one year of the first violation.
 - (iii) An administrative fine of one thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
 - (iv) Upon proof of a valid sidewalk vending permit issued by the City, any administrative fines imposed under this subsection for vending without possessing a copy of the permit shall be reduced to the administrative fines set forth in subsection (a)(1).

- (3) All fines imposed pursuant as to sidewalk vendors shall be subject to an ability-to-pay determination as described in California Government Code Section 51039(f). Concurrently with issuing a citation for such fines to a person, the City shall provide the person with notice of the right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination.
- (b) Revocation of permit to operate/conditional permit to operate as defined herein in Section 8-5.5360.
- (c) Impoundment.
- (1) Any City enforcement officers, including any peace officer or Code enforcement officer, is authorized to impound equipment, carts, food, goods, or merchandise of any mobile vendor or open air vendor whose operations constitute an immediate threat, hazard, or danger to persons or property. For food vendors, failure to have a Sutter County Environmental Health permit, or to comply with food safety requirements established by the same, is presumptive evidence of an immediate threat, hazard, or danger to persons. Written notice of the seizure and removal of personal property shall be provided to the person believed to be the owner or otherwise lawfully entitled to possession of the property.
 - (2) The City shall store impounded vending equipment, carts, goods, or merchandise for a minimum of thirty (30) days. If the property is not claimed within that time period, the property will be considered legally abandoned and the City may dispose of the property.
 - (3) The City may immediately dispose of impounded materials that are perishable or cannot be safely stored.
 - (4) Any costs incurred in the salvage, disposal, or storage of impounded property may be assessed against any responsible person.
 - (5) Any owner of impounded vending equipment, carts, food, goods, or merchandise may appeal the impoundment in writing, along with the payment of any appeal fee as set by City resolution, per Section 4-8.601, except that the City Manager may instead choose to designate the City's Director of Development Services as a hearing officer. The appeal shall be filed with the city clerk within fifteen days following the date of the impoundment.
 - (6) Prior to the expiration of the thirty (30) day holding period or before any appeal related to impoundment becomes final, any person claiming ownership of vending equipment, carts, goods, or merchandise that has been impounded may reclaim such materials upon payment in full of all applicable impound fees incurred and proper proof of ownership. Any unclaimed items will be considered abandoned and forfeited to the City after thirty (30) days following impoundment, and may, in the City's Director of Development Services' discretion, be disposed of as appropriate under applicable state law.

- (d) Misdemeanor. Violation of the provisions of this article shall constitute a misdemeanor and not an infraction. Notwithstanding, this subsection shall not apply to sidewalk vendors.

Sec. 8-5.5385. Enforcement.

The provisions of this article may be enforced by any peace officer, Code enforcement officer, or the Director of Development Services or designee.

SECTION 5. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall be effective on the thirty-first day after its adoption.

This Ordinance was introduced on May 5, 2026, and duly adopted by the City Council of the City of Yuba City at its duly noticed regular meeting on May 19, 2026, by the following electronic vote:

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

Marc Boomgaarden, Mayor
City of Yuba City

Attest:

Ciara Wakefield, City Clerk
City of Yuba City

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Prop 1 IRWM Grant Project #4 - Corp Yard Improvements

Recommendation: Adopt a Resolution which takes the following actions:

- A. Authorize the purchase of two single slope cover structures from Borga Steel Buildings & Components in the amount of \$86,441.67 for Project #4 of the Prop 1 IRWM Project, with the finding that it is in the best interest of the City, and authorizes a procurement contingency of \$8,650 (10%)
- B. Awards a Professional Services Agreement to Hewitt Consulting Group of Yuba City, CA for foundation design services in the amount of up to \$9,500

Fiscal Impact: \$104,591.67 - Account 951296-65501 (N Gilsizer Detention Basin Improvement Project)
\$86,441.67 — Procurement of Materials
\$8,650 — Procurement Contingency (10%)
\$9,500 — Engineering Services

Purpose:

To minimize adverse water quality impacts from point sources to surface and groundwater and to improve and protect riparian and fish habitat, and fish passage through the construction of two single slope cover structures above bulk material storage and a fuel station at the City's Corporation Yard.

Strategic Focus Areas:

The project aligns with the City Council's Focus Area regarding Improving Infrastructure.

Background:

The City of Yuba City is a stakeholder in the North Sacramento Valley (NSV) Integrated Regional Water Management (IRWM) region, which includes Butte, Colusa, Glenn, Shasta, Sutter, and Tehama Counties.

In 2019, Butte County was the lead agency for the NSV IRWM Proposition 1 Round 1 grant funding application. Butte County examined various stakeholder's projects that have been identified in approved Storm Water Resource Plans (SWRP). Two of the City's SWRP projects were selected to be included in Butte County's NSV IRWM Proposition 1 Round 1 grant application: Project 4 Gilsizer North Detention Basin Improvement Project (Project 4) and Project 5 Lincoln Road Trash Capture Project in Gilsizer Slough at Lincoln Road (Project 5). The City's projects were awarded funding by DWR in the amount of \$970,700 on July 3, 2020. On July 20, 2021, Council authorized the City Manager to enter into a Subrecipient Agreement with Butte County allowing allocation of the grant funds for these projects.

Project 4 involves improvements to the detention basin east of the City's Corporation Yard, and constructing structures to cover the existing fuel station and bulk material storage areas at the Corporation Yard.

On April 5, 2022, Council authorized the City Manager to execute a Professional Services Agreement with West Yost and Associates, Inc. (West Yost) to facilitate environmental documents, permitting, and design of the projects. West Yost has completed 90% plans, specifications, and cost estimates for the Corp Yard Improvements. Completion of the design requires professional engineering services for foundation design, as foundations for the structures must be constructed prior to fabrication and shipment of the structural materials.

Analysis:

The design team has identified two options for completion of the fuel station and bulk material storage area covers:

1. Option 1: Turn-key procurement, design, and installation (all-in-one option).
2. Option 2: Material procurement by City, followed by City foundation design, followed by contractor installation (owner furnished materials – contractor install).

West Yost solicited quotes from reputable manufacturers for both options. Option 1 will exceed the available grant budget for this task and is therefore not recommended. Option 2 is the lower-cost alternative despite requiring multiple procurements for design and installation services. Staff recommend Option 2 as the most cost-effective and efficient approach that will meet the project schedule and grant budget. To facilitate Option 2, staff recommend purchasing two single slope cover structures from Borga Steel Buildings & Components in the amount of \$83,476.98.

Prior to materials for the structures being released, foundation design must be completed and constructed. Hewitt Consulting Group has previously provided foundation design services for the City's WTP Filter Blower Addition project, as well as other structural design services for the Corp Yard Roof Drain Repair, Corp Yard Roll-up Door Expansion, and the GAP Slide Structure Demolition, and has developed a strong understanding of City facilities and operational practices. Staff obtained a quote from Hewitt Consulting Group for providing the necessary foundation design for the structures and recommend awarding a professional services agreement in an amount up to \$9,500 based on the firm's demonstrated expertise, familiarity with City standards, and history of delivering high-quality work products.

Staff will advertise for the installation of footings and structures in accordance with the City's Purchasing Policy and applicable provisions of the California Public Contract Code, and bring award of a construction contract for the installation to Council at a later date.

Environmental:

Staff has performed a preliminary environmental assessment of Project 4 – Corp Yard Improvements and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines, section 15301 (existing facilities) as this work involves minor alteration of existing facilities, not expanding existing uses. Furthermore, none of the exceptions to Categorical Exemptions set forth in the California Environmental Quality Act (CEQA) Guidelines, section 15300.2 apply to this project.

Fiscal Impact:

This Project will not impact the General Fund. The total estimated cost for the Corp Yard Improvements is approximately \$104,591.67, which consists of the following components:

Procurement of Materials: \$86,441.67
Procurement Contingency (10%): \$8,650
Foundation Design: \$9,500
Total Cost: \$104,591.67

There are sufficient funds in Project 4's account (No. 951296) for the foundation design and procurement of materials. Once construction is completed, the costs related to the design and procurement will be reimbursed through the Prop 1 IRWM grant. Fiscal impacts of the installation of the structures will be presented to Council at a later date.

Alternatives:

1. Direct staff to proceed with Option 1 resulting in a higher total cost for construction, hence reducing the available budget for the remaining Project 4's detention basin improvements; or
2. Do not authorize either option, which would result in the City failing to meet grant requirements and thereby forfeiting \$611,100 in awarded grant funds for Project 4.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Authorize the purchase of two single slope cover structures from Borga Steel Buildings & Components in the amount of \$86,441.67 for Project #4 of the Prop 1 IRWM Project, with the finding that it is in the best interest of the City, and authorizes a procurement contingency of \$8,650 (10%).
- B. Awards a Professional Services Agreement to Hewitt Consulting Group for foundation design services in the amount of up to \$9,500.

Attachments:

1. Resolution - Prop 1 IRWM Project 4 Corp Yard Improvements
2. Attachment 1 - Exhibit A - Borga Steel Building & Components Quotes
3. Attachment 1 - Exhibit B - Hewitt Consulting Group PSA

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 ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION, AWARDED THE PURCHASE OF TWO SINGLE SLOPE COVER STRUCTURES TO BORGA STEEL BUILDING & COMPONENTS OF FOWLER, CA IN THE AMOUNT OF \$86,441.67, AND AWARDED A PROFESSIONAL SERVICES AGREEMENT TO HEWITT CONSULTING GROUP OF YUBA CITY, CA FOR THE FOUNDATION DESIGN FOR THE PROP 1 IRWM PROJECT NO. 4 PROJECT

WHEREAS, the City of Yuba (City) has identified the need for improvements at the Corporation Yard to provide covered storage of operational facilities; and

WHEREAS, the proposed project includes the purchase and installation of two single-slope cover structures and the associated foundation design services necessary to support the structures; and

WHEREAS, Borgia Steel Building & Components submitted a proposal for the purchase of two single-slope cover structures in the amount of \$86,441.67; and

WHEREAS, completion of the Corporation Yard Improvements requires professional engineering services for foundation design and construction prior to fabrication and shipment of the structural materials; and

WHEREAS, the City, with assistance from West Yost Associates, Inc., determined that procurement of the structures from Borgia Steel Building & Components represents the most cost-effective option and best aligns with the project schedule and available grant funding; and

WHEREAS, professional engineering services are required to complete the foundation design for the structures, and Hewitt Consulting Group is qualified to provide such services; and

WHEREAS, the foundation for the structures must be designed and constructed prior to shipment and installation of the structural materials; and

WHEREAS, staff anticipates procuring a contractor for installation of the footings and structures in accordance with the City's Purchasing Policy and applicable provisions of the California Public Contract Code; and

WHEREAS, the City Council finds that the proposed action is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the project consists of minor alterations to existing public facilities involving negligible or no expansion of existing use; and

WHEREAS, the City Council finds that adoption of this Resolution is in the best interests of the City and supports continued improvements to Corporation Yard operations and infrastructure.

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

1. The foregoing recitals are true and correct and are hereby incorporated herein.
2. The City Council finds that the proposed action is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 (Existing Facilities). None of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
3. The City Council hereby awards the purchase of two single-slope cover structures to Borgia Steel Building & Components in the amount of Eighty-Six Thousand Four Hundred Forty-One Dollars and Sixty-Seven Cents (\$86,441.67).
4. The City Council hereby approves and authorizes a ten percent (10%) contingency in connection with the proposed action, equivalent to Eight Thousand Six Hundred and Fifty Dollars (\$8,650).
5. The City Council hereby approves and authorizes the City Manager to execute a Professional Services Agreement with Hewitt Consulting Group for foundation design services for the two structures, in a form approved by the City Attorney.
6. The City Manager, or designee, is hereby authorized to take all actions necessary to implement this Resolution, including execution of agreements and related documents, in accordance with the City's Purchasing Policy and applicable provisions of the California Public Contract Code.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of May 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – Borga Steel Building & Components Quote for the two structures

Exhibit B – Professional Services Agreement – Hewitt Consulting Group

EXHIBIT A



BORGA

STEEL BUILDINGS & COMPONENTS

300 West Peach Street Fowler, CA 93625
P.O. Box 35 Fowler, CA 93625

☎ 559-834-5375 🌐 www.borgasteel.com

QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#1_E

BUYER:

WEST YOST ASSOCIATES
5 CENTERPOINTE DRIVE STE 130
LAKE OSWEGO, OR 97035
Phone #: (858) 727-4459
Cell #:

Email: MPOWERS@WESTYOST.COM

Attn: MICHAEL POWERS

PROJECT NAME & LOCATION:

MARKET STREET - FUEL STATION C
1185 MARKET STREET
YUBA CITY, CA 95991
County: SUTTER
Building Use: FUEL STATION COVER
Quote Status: UPDATED 5/8/26

Buyer's Rep: COLE HUTTON

CONTRACT PROPOSAL

BUILDING A SPECIFICATIONS: SINGLE SLOPE COVER

Width.....	48.00 (ft)	Length.....	24.00 (ft)	Ridge Offset.....	48.00 (ft)
Eave Height (Front).....	24.00 (ft)	Eave Height (Back).....	22.00 (ft)	Ridge Height.....	n/a
Roof Slope (Front).....	n/a	Roof Slope (Back).....	0.5:12		
Bay Spacing (ft).....	1 at 24				
Left Endwall Frame.....	Non-Expandable Rigid Frame	Left Endwall Rigid Frame Inset.....	12.00 (in)		
Right Endwall Frame.....	Non-Expandable Rigid Frame	Right Endwall Rigid Frame Inset.....	12.00 (in)		
Left Endwall Girts.....	Flush	Left Endwall Bracing.....	Rigid Frame		
Right Endwall Girts.....	Flush	Right Endwall Bracing.....	Rigid Frame		
Front Sidewall Girts.....	Bypass	Interior Column Bracing.....	Weak Axis Bending		
Back Sidewall Girts.....	Bypass	Roof Bracing.....	Rod Diagonal Bracing		
(Not applicable at open walls.)					



QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#1_E

BASIS OF DESIGN: California Building Code 2025

Roof Dead Load..... 2.50 (psf)	Roof Live Load..... 20.00 (psf)	Risk Category.... II - Normal
Roof Collateral Load..... 4.00 (psf)	Live Load Reduction..... Yes	
Ground Snow Load*..... 8.00 (psf)	Roof Snow Load..... 6.72 (psf)	Thermal Coefficient, Ct..... 1.20
*It is the Buyer's responsibility to verify the ground snow load with the Authority Having Jurisdiction (AHJ) prior to start of engineering.		
Wind Speed..... 94 (mph)	Wind Exposure..... C	Importance Factor..... 1.00
Building Type..... Open		
Seismic Design Category..... D	Seismic Sds..... 0.610	Importance Factor..... 1.00
Site Class..... Default	Seismic Ss..... 0.630	Seismic S1..... 0.23

DEFLECTION LIMITS

Endwall Rafter..... n/a (Live or Wind)	Endwall Column..... n/a	Roof Purlin..... L/180 (Live or Wind)
Roof Panel..... L/180 (Live or Wind)	Wall Girt..... n/a	
	Wall Panel..... n/a	
Rigid Frame Vertical..... L/180 (Live or Wind)	Rigid Frame Horizontal (Wind)..... H/60	
Wind Framing (Wind)..... H/60	Rigid Frame Horizontal (Seismic)..... H/40	
	Wind Framing (Seismic)..... H/50	
Other Deflection Limits..... n/a		

BORGA DELIVERABLES

(Note: All submittals are electronic and emailed to the Buyer, unless noted otherwise.)

☒	Metal Building Approval Drawings (Sealed by licensed P.E.)
☒	Metal Building Structural Calculations (Sealed by licensed P.E.)
☒	Metal Building Construction Drawings (Sealed by licensed P.E.) - (1) Hard Copy w/Delivery
☐	Hard Copies of Approval Drawings and Calculations - UPS to Buyer
☒	Shop Welding Special Inspection Reports
☐	Metal Building Shop Drawings
☐	Metal Building Erection Drawings (only for projects that exclude engineering construction drawings)
☐	Shop Welder Certifications
☐	Shop Weld Procedure Specifications
☐	Structural Steel Mill Test Reports
☐	Weld Electrode / Filler Metal Certifications
☐	Bolt / Washer / Nut Mill Test Reports
☐	Panel / Trim Samples (see below) - UPS to Buyer
☐	
☐	
☐	
☐	Other (please list below)
☐	
☐	
☐	
☐	

SHOP WELD INSPECTION

Special Visual QC Weld Inspection by Certified Weld Inspector:

INCLUDED

Inclusion of weld inspection is based on typical City or County requirements for the Project Location (it is the Buyer's responsibility to verify if special weld inspection is required.) If not included, a fee will be added in a Change Order if the Buyer or Authority Having Jurisdiction (AHJ) require special inspection. Ultrasonic Testing (UT) of CJP welds is included where required in accordance with AISC 341-16, Chapter J and AISC 360-16, Chapter N. Other Special Inspection and testing is not included. **Due to fluctuating AHJ requirements, Borga reserves the right to add weld inspections to the contract with a Change Order for an additional fee if the building is Released to Fabrication prior to the Buyer obtaining building permits.**

QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#1_E

COMMENTS AND NOTES

1. ****Any item not specifically shown in this proposal is not included in the proposal.****
2. **Buyer to provide complete job address or latitude/longitude coordinates prior to final contract. Pricing may require revision in accordance with updated location load specifications.**
3. If any provision in this proposal is revised for any reason, a price adjustment may be required. It is the Buyer's responsibility to verify all design requirements and load specifications with the Authority Having Jurisdiction (AHJ).
4. 'Engineer of Record' and 'Design Professional in Responsible Charge' services are outside of Borga's scope. Borga is not responsible for any paperwork required by the AHJ, including any special inspection requirements, that is intended to be completed by the Engineer of Record or Design Professional in Responsible Charge.
5. Building is quoted with Borga standard grey primer on rigid frames and endwall columns/rafters (if applicable). The primer is in accordance with SSPC Paint Specification No. 15. The shop primer is intended to protect the steel framing for only a short period of exposure to ordinary atmospheric conditions. The coat of shop primer does not provide uniformity of appearance or long-term durability and corrosion resistance. Other frame finishes are not included, unless otherwise noted.
6. Borga Steel Buildings & Components shall not be liable for liquidated damages for any reason.
7. Design revisions after the Borga design is complete, or well underway, that result in significant changes to the Borga structural design may require a pricing adjustment.
8. Design revisions required as a result of the Authority Having Jurisdiction (AHJ) plan check review may require a pricing adjustment.
9. This proposal assumes the finished grade is "flat" over the entire surface area of the structure. Sloping finished grades may result in column and/or foundation revisions which may require modification of this proposal. The Buyer shall be responsible for verifying and providing finish grade information.
10. Borga shall not be liable for any field work, repairs or modifications. (Exception: Manufacturing errors not in conformance with the Borga Project Documents.)
11. Doors and windows ordered through Borga, if any, are manufactured by a third party. Borga does not provide details or instructions for the installation of doors and windows purchased through Borga. It is the Buyer's responsibility to install all doors and windows in accordance with the manufacturer's instructions, including manufacturer's recommendations for attachments to concrete and masonry elements. Doors and windows by Others shall be wind rated for the building design wind velocity or higher. Field work by Others shall be required at field located rough framed openings.
12. Walls and wall panel are not designed to resist lateral loads from snow buildup against the walls. It is the Buyer's responsibility to ensure that the exterior walls are kept clear of accumulated snow.
13. The design roof collateral load included (refer to Basis of Design) covers any dead load that is superimposed on the Borga building roof, such as solar panels, lighting, mechanical ductwork, suspended ceilings, etc. It is the Buyer's responsibility to ensure that the actual collateral load does not exceed the design collateral load. It is Buyer's responsibility to verify the requirement for solar or sprinklers or any other required elements, if any, with the AHJ.
14. No additional loading has been included for roof or wall mounted equipment.
15. Additional seismic weight of 0 psf times the plan area of the building is included for interior partition walls by Others. All components for non-Borga walls, if any, shall be provided by Others including blocking, strapping etc.
16. Connection of all non-Borga elements to the metal building shall be designed by Others.
17. All future additions shall be self-supporting and not rely on the metal building for support or stability.
18. Any mezzanine or two-story construction by Others shall be self-supporting and not rely on the metal building for support or stability.
19. No additional wall loading or framing has been included for interior finishes by Others attached to the metal building.
20. Building uses tube columns mounted with base plates; see attached for locations.
21. This proposal assumes a maximum column embedment below grade of 15" for each structure. The depth of the column embedment shall be field adjusted so that the roof elevation is the same at each structure. All columns provided shall be the same length.
22. Building maintains a minimum 20'-0" clearance at lowside under frame, measuring from 15" above bottom of base plate to bottom of rafters; this does not account for any sloping grade across the structure.
23. This proposal is based on using clear wind flow for wind design (unobstructed wind flow, blockages below the roof less than or equal to 50%). Buyer shall verify this is adequate prior to start of design.
24. Buyer is aware this building is designed as a cover only structure. If the intention is to later enclose the building, doing so is subject to permit restrictions enforced by the applicable City or County entity and may require additional engineering. Future code changes may limit any additions or modifications to the building.
25. Design for storage or use of hazardous or explosive materials is not within the Borga scope of work and is excluded.
26. Book Specifications, project schedule information, etc. were not provided to Borga.



QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#1_E

PANEL AND TRIM SPECIFICATIONS

Roof Profile..... PBR Panel	Wall Profile..... none	Trim Color..... NEED STANDARD SMP COLOR
Roof Color..... NEED STANDARD SMP COLOR	Wall Color..... none	Gutter Color..... none
Roof Gauge..... 26	Wall Gauge..... none	Downspout Color: none

Refer to Color Chart for color availability. Additional charges apply for gauge change, color upgrades, and custom or non-stock colors.

FACTORY LOCATED OPENINGS

Left Endwall..... none	Offset from left side of wall:
Right Endwall.... none	Offset from left side of wall:
Front Sidewall... none	Offset from left side of wall:
Back Sidewall.... none	Offset from left side of wall:

ACCESSORIES

Roof Light Panels (Front) (ea)..... none	Wall Light Panels (ea)..... none	
Roof Light Panels (Back) (ea)..... none		
Roof Insulation (thk)..... none	Roof Insulation Type..... none	Roof Screw Length..... Medium
Wall Insulation (thk)..... none	Wall Insulation Type..... none	Wall Screw Length..... none
Gutter Trim (Front)..... none	Downspouts (Front)..... none	
Gutter Trim (Back)..... none	Downspouts (Back)..... none	
Other Accessories..... none		

EXCLUSIONS

1. All anchor bolts and other concrete fasteners are excluded; to be provided by others.
2. Permit and permit fees.
3. Roof point loads and wall loads (unless otherwise noted in Comments and Notes).
4. Flashings for roof mounted equipment, pipe jacks, curbs, and roof related framed openings.
5. Foundation and Anchorage Design.
6. Design of finished Building Envelope (including, but not limited to, environmental design and control, ventilation, condensation, etc).
7. Erection/installation of building and all other construction services.
8. Solar PV system design, if solar loading is included.
9. All solar panel connection clamps, clips, fasteners, etc., if solar loading is included.
10. Project observation and inspection.
11. Off-site meetings.
12. Anchor-rod templates.



BORGA

STEEL BUILDINGS & COMPONENTS

300 West Peach Street Fowler, CA 93625
P.O. Box 35 Fowler, CA 93625
☎ 559-834-5375 🌐 www.borgasteel.com

QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#1_E

BUILDING PRICE

Estimated Shipping Weight..... 12126 (lbs)

We hereby propose to furnish the material in accordance with the specifications above for the sum of:

Building Price:	\$	36,400.30
Freight:	\$	1,232.00
GRAND TOTAL:	\$	37,632.30

Sales Terms:			
Minimum Deposit: 25%	\$		9,408.08
Due Upon Release to Fabrication: 25%	\$		9,408.08
Balance Due on Delivery: 50%	\$		18,816.15

The above referenced price does not include taxes. Applicable sales tax will be applied at time of completion of building fabrication and included on final invoice to be paid prior to delivery or at time of delivery. See Contract Terms and Conditions Note 8 for final payment terms.

Estimated quantity of freight loads included..... 1

Included freight is based on a typical flat bed. If any additional loads or special consideration is required based on the available access to the jobsite, additional fees may be required. If additional loads are requested by the Buyer or Contractor for any reason, additional fees will be required.

A freight pricing revision may be required at time of delivery based on fuel prices at time of delivery.

Quote is good for 30 days from Quote Date above.

Pricing is subject to change based on market conditions at time of Release to Fabrication. Delivery timelines and pricing are subject to availability of material.

All deposits are non-refundable.

OPTIONS

The Following Items Are NOT Included in the Building Price. Please ADD;

1. Sales Tax..... 7.250% \$ 2,290.84 _____
(Tax rate shown above is for budgetary purposes only and is subject to change based on current statewide and local jurisdiction tax rates at time of building fabrication. Final sales tax amount to be included on final invoice.)
2. 30 ft. of gutter & 1 downspout..... \$ 355.20 + tax _____
(Initial to add)



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QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#1_E

CONTRACT TERMS AND CONDITIONS

1. Pricing is subject to change based on market conditions at time of Release to Fabrication. Pricing and Delivery are subject to availability of material.
2. Borga Steel Buildings and Components, Inc. must receive a completed, signed Release to Fabrication Form along with the fabrication deposit (if applicable), as a confirmation that the Buyer has approved the Metal Building Project Design Documents. No changes, of any kind, by Buyer without a Change Order will be accepted after Borga receipt of the signed Release Form and the fabrication deposit (if applicable), including, but not limited to, changes required by government agency issuing permit.
3. Upon receipt of the signed Release Form and fabrication deposit (if applicable), Borga Steel Buildings and Components, Inc. will schedule the building for fabrication. The Buyer will have thirty (30) days after Completion of Fabrication to take possession of the building materials, unless otherwise notified by Borga Steel Buildings and Components, Inc.
4. If the provisions in item 3 are not met, Borga Steel Buildings and Components, Inc. reserves the right to adjust provisions and prices in this Contract.
5. The Contract is valid for no more than one year from date the initial deposit is received.
6. All deposits are non-refundable.
7. Taxes are not included. All applicable sales tax will be applied at time of completion of building fabrication and included on final invoice.
8. Balance owed must be paid with a cashier's check upon delivery or check received by Borga at least 6 business days prior to delivery or wire transfer two (2) business days prior to delivery.
9. Buyer will supply forklift or similar equipment to unload building. Once the delivery truck has arrived at the jobsite Buyer(s) takes full responsibility for timely unloading of building materials. Additional charges may apply for excessive unloading time, and for deliveries cancelled with less than 72 hours prior notice.
10. Metal Building Project Design Documents based on the specifications as outlined in this Contract Proposal are included. Architectural, electrical, plumbing, fire sprinkler, solar PV system, etc. services may be required and shall not be provided by Borga Steel Buildings and Components, Inc.
11. Buyer is responsible for review and verification of this Contract Proposal and all specifications contained therein. Buyer's signature on the Contract Proposal shall be deemed as Buyer's full approval of all specifications. Buyer is also responsible for review of all design Approval drawings and verifying the drawings meet the project requirements. The Buyer's Release to Fabrication shall be deemed as the Buyer's full approval of all aspects of the building design.
12. The building price includes optional items, accessories, factory located openings etc. only to the extent expressly evident by this Contract Proposal. Anchor bolts are not included. Installation and erection, inspection services are not included as part of this Contract Proposal.
13. Borga Steel Buildings and Components, Inc. is responsible for fabrication (and related Metal Building Project Design Documents) only, and the Buyer is responsible for all other ancillary requirements and actions, including but not limited to building code requirements, applicable permits, installation, erection, foundation and anchors.
14. Changes to this Contract can only be made by use of a written Change Order, clearly outlining the changes to this Contract. Changes may be including, but not limited to, customer requested revisions and requirements of the governmental agency issuing the permit. Any Change Order must be mutually agreed upon and properly endorsed by the Buyer and Borga Steel Buildings and Components, Inc.
15. The Contract shall include the Borga Steel Buildings and Components, Inc. Sales Terms, which are incorporated herein by this reference.
16. Title passes at time and place of shipment unless otherwise specified. Any claims shall be made in writing no later than 15 days from shipment date. All sales are final, and no returns will be accepted.
17. Any disputes arising from this Contract or any Amendments or Change Orders thereto shall be governed by California Law and resolved by the state or federal courts in Fresno County, California, and the parties hereto waive all claims regarding inconvenient forum with respect to such courts.

ACCEPTANCE OF PROPOSAL AND CONFIRMATION OF CONTRACT

BY EXECUTING THIS CONTRACT PROPOSAL, THE UNDERSIGNED BUYER HEREBY AGREES TO ALL OF THE GENERAL TERMS CONTAINED HEREIN AND MADE A PART HEREOF AND AGREES THAT THE CONTRACT PROPOSAL IS ACCEPTED AS A BINDING CONTRACT. THIS CONTRACT IS VALID ONLY WHEN SIGNED AND ACCEPTED BY AN OFFICER OF BORGA STEEL BUILDINGS & COMPONENTS.

Buyer Signature

Date (Buyer)

BSBC Officer Signature

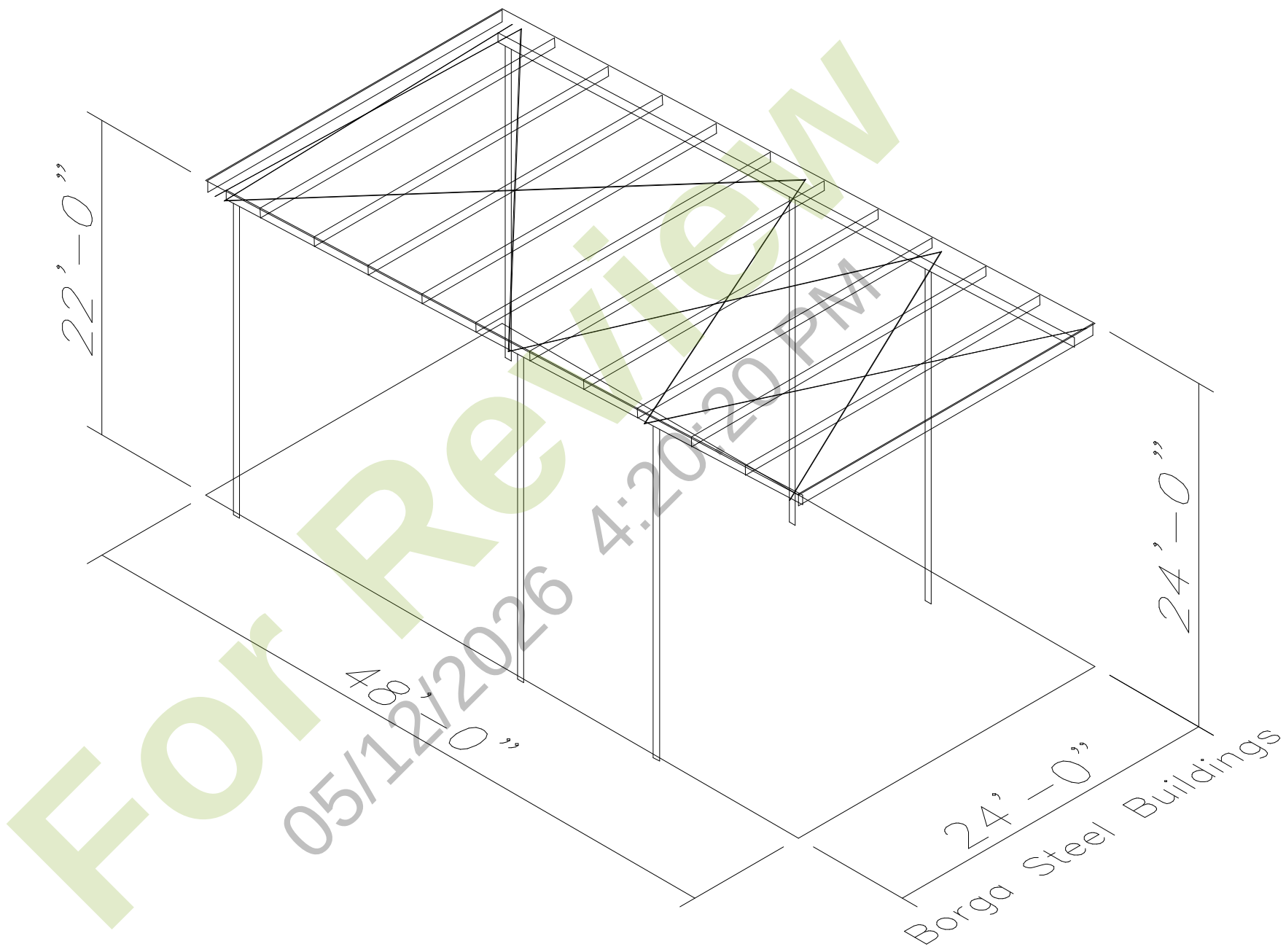
Date (BSBC)

Print Name (Buyer)

Title (Buyer)

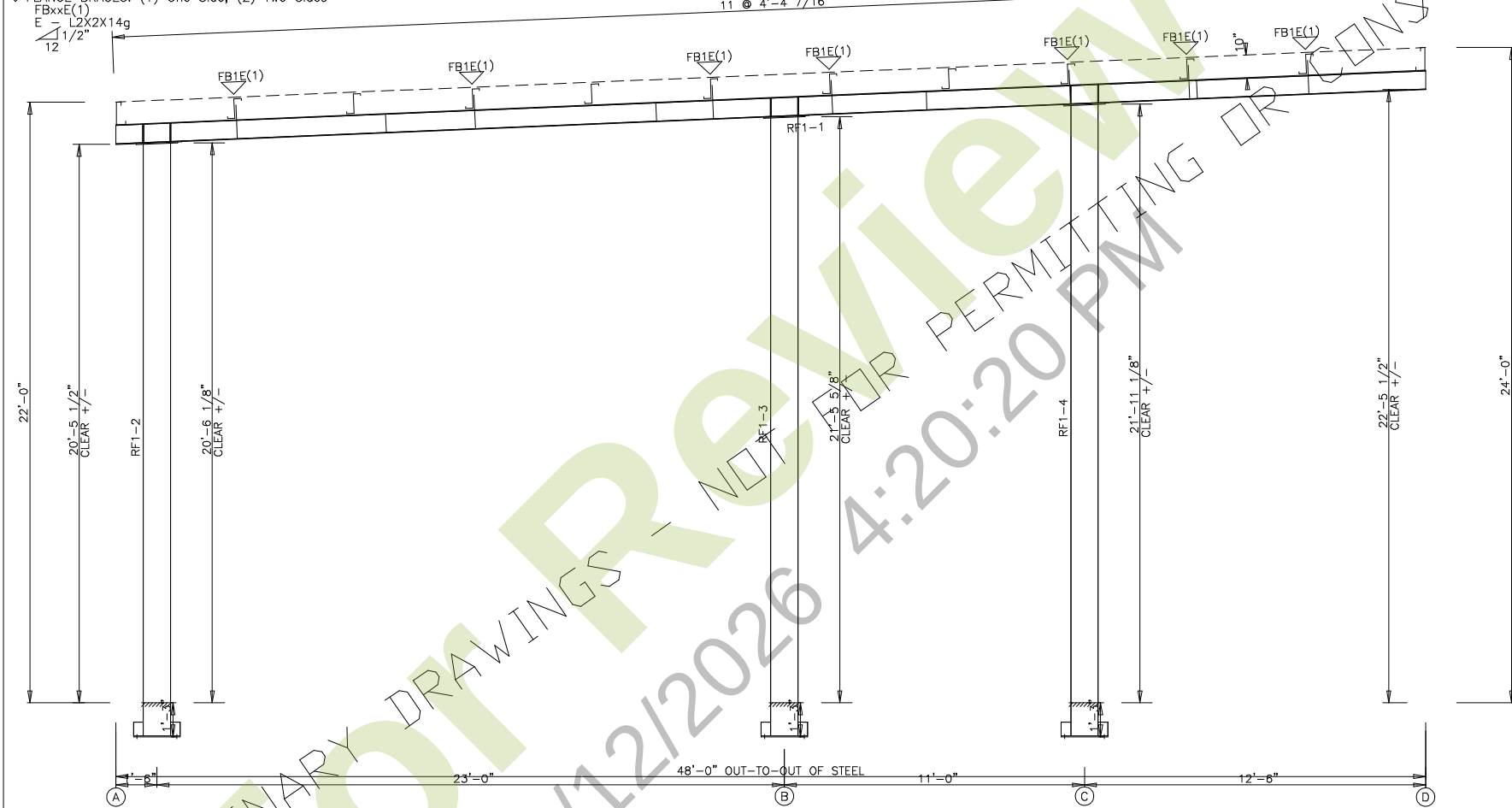
Print Name (BSBC)

Title (BSBC)



STIFFENER TABLE				
Mark	Stiff Mark	Plate Width	Plate Thick	Plate Length
RF1-1	ST1	3.000	0.375	7.945
RF1-1	ST2	3.000	0.375	7.944
RF1-1	ST3	3.000	0.375	7.944

▽ FLANGE BRACES: (1) One Side; (2) Two Sides



RIGID FRAME ELEVATION: FRAME LINE 1 2

DATE: 5/ 8/26
20230727_WESTYUST_MARKET#1_E

MARKET STREET - FUEL STATION
DATE: 5/ 8/26

1185 MARKET STREET
YUBA CITY, CA 95991

BORGA
Steel Buildings & Components
PHONE: (559) 834-5375
FAX: (559) 834-1406
300 WEST PEACH ST.
P.O. BOX 351 FIDLER, CA 93625



QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#2_F

BUYER:

WEST YOST ASSOCIATES
5 CENTERPOINTE DRIVE STE 130
LAKE OSWEGO, OR 97035
Phone #: (858) 727-4459
Cell #:

Email: MPOWERS@WESTYOST.COM

Attn: MICHAEL POWERS

PROJECT NAME & LOCATION:

MARKET STREET - MATERIAL STORAGE
1185 MARKET STREET
YUBA CITY, CA 95991
County: SUTTER
Building Use: MATERIAL STORAGE
Quote Status: UPDATED 5/8/26

Buyer's Rep: COLE HUTTON

CONTRACT PROPOSAL

BUILDING A SPECIFICATIONS: SINGLE SLOPE COVER

Width.....	35.00 (ft)	Length.....	59.00 (ft)	Ridge Offset.....	35.00 (ft)
Eave Height (Front).....	23.46 (ft)	Eave Height (Back).....	22.00 (ft)	Ridge Height.....	n/a
Roof Slope (Front).....	n/a	Roof Slope (Back).....	0.5:12		
Bay Spacing (ft).....	1 at 20.5, 1 at 18, 1 at 20.5				
Left Endwall Frame.....	Non-Expandable Rigid Frame		Left Endwall Rigid Frame Inset.....	30.00 (in)	
Right Endwall Frame.....	Non-Expandable Rigid Frame		Right Endwall Rigid Frame Inset.....	30.00 (in)	
Left Endwall Girts.....	Flush	Left Endwall Bracing.....	Rigid Frame		
Right Endwall Girts.....	Flush	Right Endwall Bracing.....	Rigid Frame		
Front Sidewall Girts.....	Bypass	Interior Column Bracing.....	Weak Axis Bending		
Back Sidewall Girts.....	Bypass	Roof Bracing.....	Rod Diagonal Bracing		
(Not applicable at open walls.)					



QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#2_F

BASIS OF DESIGN: California Building Code 2025

Roof Dead Load..... 2.50 (psf)	Roof Live Load..... 20.00 (psf)	Risk Category.... II - Normal
Roof Collateral Load..... 4.00 (psf)	Live Load Reduction..... Yes	
Ground Snow Load*..... 8.00 (psf)	Roof Snow Load..... 6.72 (psf)	Thermal Coefficient, Ct..... 1.20
*It is the Buyer's responsibility to verify the ground snow load with the Authority Having Jurisdiction (AHJ) prior to start of engineering.		
Wind Speed..... 94 (mph)	Wind Exposure..... C	Importance Factor..... 1.00
Building Type..... Open		
Seismic Design Category..... D	Seismic Sds..... 0.610	Importance Factor..... 1.00
Site Class..... Default	Seismic Ss..... 0.630	Seismic S1..... 0.23

DEFLECTION LIMITS

Endwall Rafter..... n/a (Live or Wind)	Endwall Column..... n/a	Roof Purlin..... L/180 (Live or Wind)
Roof Panel..... L/180 (Live or Wind)	Wall Girt..... n/a	
	Wall Panel..... n/a	
Rigid Frame Vertical..... L/180 (Live or Wind)	Rigid Frame Horizontal (Wind)..... H/60	
Wind Framing (Wind)..... H/60	Rigid Frame Horizontal (Seismic)..... H/40	
	Wind Framing (Seismic)..... H/40	
Other Deflection Limits..... n/a		

BORGA DELIVERABLES

(Note: All submittals are electronic and emailed to the Buyer, unless noted otherwise.)

☒	Metal Building Approval Drawings (Sealed by licensed P.E.)
☒	Metal Building Structural Calculations (Sealed by licensed P.E.)
☒	Metal Building Construction Drawings (Sealed by licensed P.E.) - (1) Hard Copy w/Delivery
☐	Hard Copies of Approval Drawings and Calculations - UPS to Buyer
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☐	Structural Steel Mill Test Reports
☐	Weld Electrode / Filler Metal Certifications
☐	Bolt / Washer / Nut Mill Test Reports
☐	Panel / Trim Samples (see below) - UPS to Buyer
☐	
☐	
☐	
☐	Other (please list below)
☐	
☐	
☐	
☐	

SHOP WELD INSPECTION

Special Visual QC Weld Inspection by Certified Weld Inspector:

INCLUDED

Inclusion of weld inspection is based on typical City or County requirements for the Project Location (it is the Buyer's responsibility to verify if special weld inspection is required.) If not included, a fee will be added in a Change Order if the Buyer or Authority Having Jurisdiction (AHJ) require special inspection. Ultrasonic Testing (UT) of CJP welds is included where required in accordance with AISC 341-16, Chapter J and AISC 360-16, Chapter N. Other Special Inspection and testing is not included. **Due to fluctuating AHJ requirements, Borga reserves the right to add weld inspections to the contract with a Change Order for an additional fee if the building is Released to Fabrication prior to the Buyer obtaining building permits.**

QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#2_F

COMMENTS AND NOTES

1. ****Any item not specifically shown in this proposal is not included in the proposal.****
2. **Buyer to provide complete job address or latitude/longitude coordinates prior to final contract. Pricing may require revision in accordance with updated location load specifications.**
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8. Design revisions required as a result of the Authority Having Jurisdiction (AHJ) plan check review may require a pricing adjustment.
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11. Doors and windows ordered through Borga, if any, are manufactured by a third party. Borga does not provide details or instructions for the installation of doors and windows purchased through Borga. It is the Buyer's responsibility to install all doors and windows in accordance with the manufacturer's instructions, including manufacturer's recommendations for attachments to concrete and masonry elements. Doors and windows by Others shall be wind rated for the building design wind velocity or higher. Field work by Others shall be required at field located rough framed openings.
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14. No additional loading has been included for roof or wall mounted equipment.
15. Additional seismic weight of 0 psf times the plan area of the building is included for interior partition walls by Others. All components for non-Borga walls, if any, shall be provided by Others including blocking, strapping etc.
16. Connection of all non-Borga elements to the metal building shall be designed by Others.
17. All future additions shall be self-supporting and not rely on the metal building for support or stability.
18. Any mezzanine or two-story construction by Others shall be self-supporting and not rely on the metal building for support or stability.
19. No additional wall loading or framing has been included for interior finishes by Others attached to the metal building.
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21. This proposal assumes a maximum column embedment below grade of 15" for each structure. The depth of the column embedment shall be field adjusted so that the roof elevation is the same at each structure. All columns provided shall be the same length.
22. Building maintains a minimum 20'-0" clearance at lowside under frame, measuring from 15" above bottom of base plate to bottom of rafters; this does not account for any sloping grade across the structure.
23. This proposal is based on using clear wind flow for wind design (unobstructed wind flow, blockages below the roof less than or equal to 50%). Buyer shall verify this is adequate prior to start of design.
24. Buyer is aware this building is designed as a cover only structure. If the intention is to later enclose the building, doing so is subject to permit restrictions enforced by the applicable City or County entity and may require additional engineering. Future code changes may limit any additions or modifications to the building.
25. Design for storage or use of hazardous or explosive materials is not within the Borga scope of work and is excluded.
26. Book Specifications, project schedule information, etc. were not provided to Borga.



QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#2_F

PANEL AND TRIM SPECIFICATIONS

Roof Profile..... PBR Panel	Wall Profile..... none	Trim Color..... NEED STANDARD SMP COLOR
Roof Color..... NEED STANDARD SMP COLOR	Wall Color..... none	Gutter Color..... none
Roof Gauge..... 26	Wall Gauge..... none	Downspout Color. none

Refer to Color Chart for color availability. Additional charges apply for gauge change, color upgrades, and custom or non-stock colors.

FACTORY LOCATED OPENINGS

Left Endwall..... none	Offset from left side of wall:
Right Endwall.... none	Offset from left side of wall:
Front Sidewall... none	Offset from left side of wall:
Back Sidewall.... none	Offset from left side of wall:

ACCESSORIES

Roof Light Panels (Front) (ea)..... none	Wall Light Panels (ea)..... none	
Roof Light Panels (Back) (ea)..... none		
Roof Insulation (thk)..... none	Roof Insulation Type..... none	Roof Screw Length..... Medium
Wall Insulation (thk)..... none	Wall Insulation Type..... none	Wall Screw Length..... none
Gutter Trim (Front)..... none	Downspouts (Front)..... none	
Gutter Trim (Back)..... none	Downspouts (Back)..... none	
Other Accessories..... none		

EXCLUSIONS

1. All anchor bolts and other concrete fasteners are excluded; to be provided by others.
2. Permit and permit fees.
3. Roof point loads and wall loads (unless otherwise noted in Comments and Notes).
4. Flashings for roof mounted equipment, pipe jacks, curbs, and roof related framed openings.
5. Foundation and Anchorage Design.
6. Design of finished Building Envelope (including, but not limited to, environmental design and control, ventilation, condensation, etc).
7. Erection/installation of building and all other construction services.
8. Solar PV system design, if solar loading is included.
9. All solar panel connection clamps, clips, fasteners, etc., if solar loading is included.
10. Project observation and inspection.
11. Off-site meetings.
12. Anchor-rod templates.



BORGA

STEEL BUILDINGS & COMPONENTS

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P.O. Box 35 Fowler, CA 93625
☎ 559-834-5375 🌐 www.borgasteel.com

QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#2_F

BUILDING PRICE

Estimated Shipping Weight..... 16358 (lbs)

We hereby propose to furnish the material in accordance with the specifications above for the sum of:

Building Price:	\$	47,577.37
Freight:	\$	1,232.00
GRAND TOTAL:	\$	48,809.37

Sales Terms:			
Minimum Deposit: 25%	\$		12,202.34
Due Upon Release to Fabrication: 25%	\$		12,202.34
Balance Due on Delivery: 50%	\$		24,404.68

The above referenced price does not include taxes. Applicable sales tax will be applied at time of completion of building fabrication and included on final invoice to be paid prior to delivery or at time of delivery. See Contract Terms and Conditions Note 8 for final payment terms.

Estimated quantity of freight loads included..... 1

Included freight is based on a typical flat bed. If any additional loads or special consideration is required based on the available access to the jobsite, additional fees may be required. If additional loads are requested by the Buyer or Contractor for any reason, additional fees will be required.

A freight pricing revision may be required at time of delivery based on fuel prices at time of delivery.

Quote is good for 30 days from Quote Date above.

Pricing is subject to change based on market conditions at time of Release to Fabrication. Delivery timelines and pricing are subject to availability of material.

All deposits are non-refundable.

OPTIONS

The Following Items Are NOT Included in the Building Price. Please ADD;

1. Sales Tax..... 7.250% \$ 3,033.21
(Tax rate shown above is for budgetary purposes only and is subject to change based on current statewide and local jurisdiction tax rates at time of building fabrication. Final sales tax amount to be included on final invoice.)
2. 60 ft. of gutter & 2 downspouts..... \$ 480.26 + tax



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QUOTE DATE: 5/12/2026

QUOTE NO.: 20230727_WESTYOST_MARKET#2_F

CONTRACT TERMS AND CONDITIONS

1. Pricing is subject to change based on market conditions at time of Release to Fabrication. Pricing and Delivery are subject to availability of material.
2. Borga Steel Buildings and Components, Inc. must receive a completed, signed Release to Fabrication Form along with the fabrication deposit (if applicable), as a confirmation that the Buyer has approved the Metal Building Project Design Documents. No changes, of any kind, by Buyer without a Change Order will be accepted after Borga receipt of the signed Release Form and the fabrication deposit (if applicable), including, but not limited to, changes required by government agency issuing permit.
3. Upon receipt of the signed Release Form and fabrication deposit (if applicable), Borga Steel Buildings and Components, Inc. will schedule the building for fabrication. The Buyer will have thirty (30) days after Completion of Fabrication to take possession of the building materials, unless otherwise notified by Borga Steel Buildings and Components, Inc.
4. If the provisions in item 3 are not met, Borga Steel Buildings and Components, Inc. reserves the right to adjust provisions and prices in this Contract.
5. The Contract is valid for no more than one year from date the initial deposit is received.
6. All deposits are non-refundable.
7. Taxes are not included. All applicable sales tax will be applied at time of completion of building fabrication and included on final invoice.
8. Balance owed must be paid with a cashier's check upon delivery or check received by Borga at least 6 business days prior to delivery or wire transfer two (2) business days prior to delivery.
9. Buyer will supply forklift or similar equipment to unload building. Once the delivery truck has arrived at the jobsite Buyer(s) takes full responsibility for timely unloading of building materials. Additional charges may apply for excessive unloading time, and for deliveries cancelled with less than 72 hours prior notice.
10. Metal Building Project Design Documents based on the specifications as outlined in this Contract Proposal are included. Architectural, electrical, plumbing, fire sprinkler, solar PV system, etc. services may be required and shall not be provided by Borga Steel Buildings and Components, Inc.
11. Buyer is responsible for review and verification of this Contract Proposal and all specifications contained therein. Buyer's signature on the Contract Proposal shall be deemed as Buyer's full approval of all specifications. Buyer is also responsible for review of all design Approval drawings and verifying the drawings meet the project requirements. The Buyer's Release to Fabrication shall be deemed as the Buyer's full approval of all aspects of the building design.
12. The building price includes optional items, accessories, factory located openings etc. only to the extent expressly evident by this Contract Proposal. Anchor bolts are not included. Installation and erection, inspection services are not included as part of this Contract Proposal.
13. Borga Steel Buildings and Components, Inc. is responsible for fabrication (and related Metal Building Project Design Documents) only, and the Buyer is responsible for all other ancillary requirements and actions, including but not limited to building code requirements, applicable permits, installation, erection, foundation and anchors.
14. Changes to this Contract can only be made by use of a written Change Order, clearly outlining the changes to this Contract. Changes may be including, but not limited to, customer requested revisions and requirements of the governmental agency issuing the permit. Any Change Order must be mutually agreed upon and properly endorsed by the Buyer and Borga Steel Buildings and Components, Inc.
15. The Contract shall include the Borga Steel Buildings and Components, Inc. Sales Terms, which are incorporated herein by this reference.
16. Title passes at time and place of shipment unless otherwise specified. Any claims shall be made in writing no later than 15 days from shipment date. All sales are final, and no returns will be accepted.
17. Any disputes arising from this Contract or any Amendments or Change Orders thereto shall be governed by California Law and resolved by the state or federal courts in Fresno County, California, and the parties hereto waive all claims regarding inconvenient forum with respect to such courts.

ACCEPTANCE OF PROPOSAL AND CONFIRMATION OF CONTRACT

BY EXECUTING THIS CONTRACT PROPOSAL, THE UNDERSIGNED BUYER HEREBY AGREES TO ALL OF THE GENERAL TERMS CONTAINED HEREIN AND MADE A PART HEREOF AND AGREES THAT THE CONTRACT PROPOSAL IS ACCEPTED AS A BINDING CONTRACT. THIS CONTRACT IS VALID ONLY WHEN SIGNED AND ACCEPTED BY AN OFFICER OF BORGA STEEL BUILDINGS & COMPONENTS.

Buyer Signature

Date (Buyer)

BSBC Officer Signature

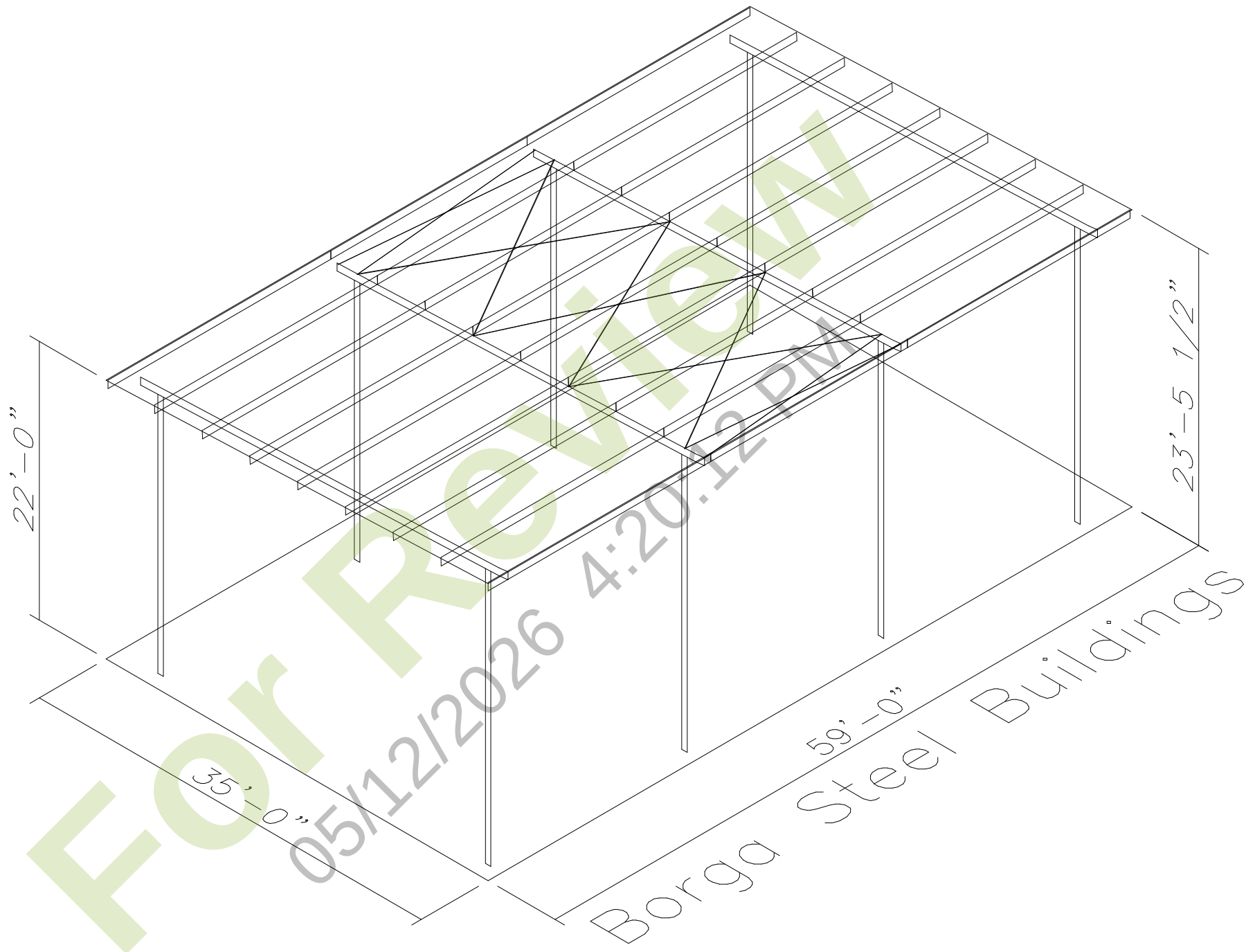
Date (BSBC)

Print Name (Buyer)

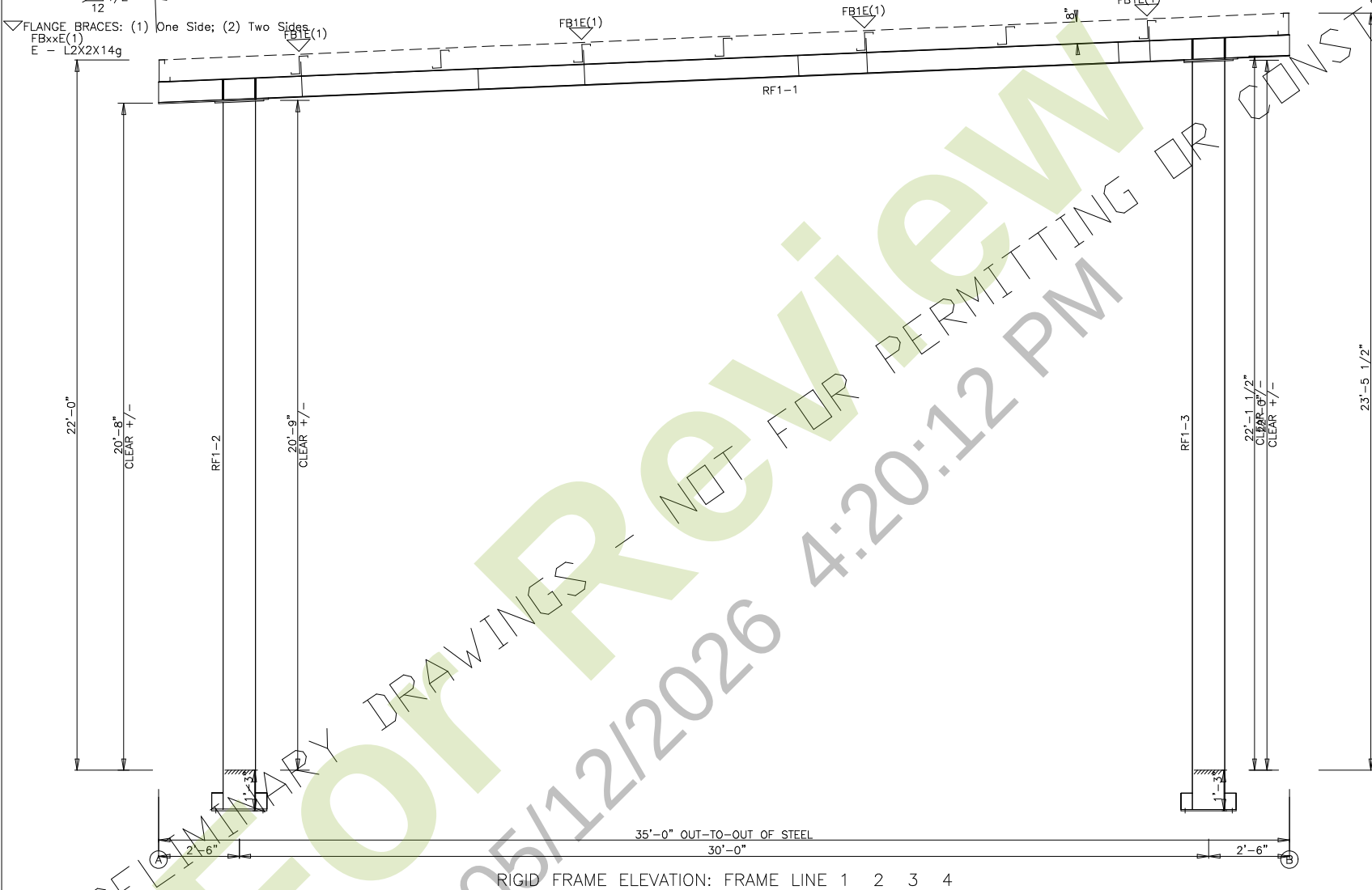
Title (Buyer)

Print Name (BSBC)

Title (BSBC)



STIFFENER TABLE				
Mark	Stiff Mark	Plate Size		
		Width	Thick	Length
RF1-1	ST1	3.000	0.375	7.444
RF1-1	ST2	3.000	0.375	7.444



The information on this document is proprietary and the sole property of Borga Steel Buildings & Components, Inc. Disclosure of this information is expressly prohibited without the written consent of Borga.

BORGA Steel Buildings & Components PHONE: (559) 834-5375 FAX: (559) 834-1406 300 WEST PEACH ST. P.O. BOX 351 FIDLER, CA 93625	MARKET STREET - MATERIAL STORAGE, 1185 MARKET STREET YUBA CITY, CA 95991	QUOTE NO. 20230727_WESTYDST_MARKET#2_F DATE: 5/11/26

EXHIBIT B

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 Hewitt Consulting 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.

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 "Engineer", "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 \$9,500.00 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.
- * 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.

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.
14. 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.
15. 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.
16. 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

William Jow
Public Works - Engineering
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-4638

If to Consultant:

Anthony Hewitt, PE
Principal
Hewitt Consulting Group
1521 Starr Drive, Suite B
Yuba City, CA, 95993
(530) 767-0981

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**

**Anthony Hewitt, PE
Principal
Hewitt Consulting Group**

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

May 5, 2026

EXHIBIT A

William Jow
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Re: P26-116 Corp Yard Foundations – Proposal

William,

This proposal has been prepared to provide foundation engineering services for two proposed pre-engineered metal building (PEMB) structures to be located at 1185 Market St. in Yuba City, CA.

The following is a detailed proposed scope of work.

Scope of Work

(Basic Services of Engineer)

Foundation Drawings & Calculations

Engineer shall provide structural engineering services for the design of foundations supporting two (2) pre-engineered metal building (PEMB) structures to be constructed at the subject site. Design will be based on column reactions and loading information provided by the PEMB manufacturer. Services include preparation of foundation plans, details, and supporting calculations suitable for permitting and construction, along with coordination with the Client and design team as required.

Construction Administration

Engineer shall provide construction administration services related to the foundation design, including one (1) pre-bid meeting, one (1) pre-construction meeting, review of submittals for general conformance with the design intent, responses to Requests for Information (RFIs). Periodic site visits may be performed at Engineer's discretion to observe general conformance of the work with the design intent.

Basis of Payment

Compensation for *Basic Services of Engineer* shall be **\$9,500**. The following is an estimated distribution of compensation:

Foundation Drawings & Calculations	\$8,000
Construction Administration	\$1,500
<i>Expenses</i>	<i>Per Rate Sched.</i>

Compensation Notes:

1. Expenses accrued by Hewitt Consulting Group in relation to the project are not a part of compensation under Basic Services of Engineer and are reimbursable per the Standard Rate Schedule.
2. Changes requested by client subsequently requiring rework will be billed at the appropriate hourly rate.

Authorization to Proceed

Authorization to proceed does not constitute acceptance of services and does not authorize commencement of work. No services will be performed until a Professional Services Agreement has been executed by both parties.

Sincerely,



Anthony Hewitt, PE
Principal

Client Authorization

Client: City of Yuba City

By: _____
(authorized individual's signature)

Date: _____

Name: _____

Title: _____

2026

Standard Hourly Rate Schedule

Principal Engineer.....	\$240/hr
Assistant Engineer	\$160/hr
Engineering Technician	\$110/hr
3-Person Survey Crew	\$360/hr
2-Person Survey Crew	\$280/hr
1-Person Survey	\$180/hr
Survey Technician.....	\$110/hr

Reimbursable Expenses

Mileage.....	\$0.80/mi
Printing B&W.....	\$0.34/sf
Printing B&W double sided	\$0.68/sf
Printing Color.....	\$1.00/sf
Printing Color double sided	\$2.00/sf

All other expenses will be billed at the cost of expense plus 10%.

Note:

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service was provided.

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Sutter Bike Path Gap Closure (Contract Award)

Recommendation:

Adopt a Resolution which takes the following actions:

A. Awards the construction contract to McGuire and Hester of Sacramento, CA in the amount of their total bid of \$1,783,741.50, 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, and authorizes a project contingency of \$178,375.00 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 4, SCH #2016048118) 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 Mark Thomas & Company, Inc. of Roseville, CA, for Construction Management and Inspection Services in the amount of up to \$280,125.00, subject to material terms, with the finding that is in the best interest of the City

D. Authorize the Finance Director to make the following budget adjustments:

1. Increase appropriations in 911266-65501 to \$150,000, utilizing unallocated Transportation Development Act (TDA) funds
2. Decrease appropriations in 941266-65501 to \$1,984,000
3. Increase appropriations in 951266-65501 to \$153,000

Fiscal Impact:

\$2,278,241.50 – Account No. 1266 (Sutter Bike Path Gap Closure)

\$1,783,741.50 – Contract Award Amount

\$ 178,375.00 – Construction Contingency (10%)

\$ 280,125.00 – Construction Management/Inspection Contract

\$ 36,000.00 – City staff Admin

Purpose:

To extend the City's pedestrian and bicycle facilities, creating a more accessible and connected active transportation network, in accordance with the City's Active Transportation Plan.

Strategic Focus Area:

This project addresses the City's Strategic Focus Areas of improving the City's infrastructure in a fiscally responsible manner by utilizing grant funding in a manner that improves the quality of life.

Background:

The Sutter Bike Path Gap Closure Project (Project) consists of an 8-foot wide paved extension of the existing Sutter Bike Path from Hooper Road to Harter Parkway and a 10-wide concrete Class I shared use path along the west side of Harter Parkway from State Route 20 to Butte House Road. The proposed improvements can be seen in Attachment 2.

The project will provide a direct path for pedestrians and bicyclists traveling from as far west as the Town of Sutter to the Didar S. Bains Park. The improvements along Harter Parkway will also provide a safe area for students that walk or bike to and from River Valley High School and Feather River Academy. This will create more opportunities for recreation, exercise, and shopping.

In June 2019, the City entered into a Program Supplement Agreement with the California Department of Transportation (Caltrans) to receive preliminary engineering funds in the amount of \$153,000 for the Project. Council awarded a design contract to Dokken Engineering on February 16, 2021.

Coordination with the recent development of Harter Marketplace, Didar S. Bains Park, the Harter Parkway Corridor Improvement Project (sewer main), and the Harter North residential subdivision, along with easement acquisitions and utility relocations, have extended the project schedule over the years. Council approved Dokken Engineering's design on August 20, 2024 and authorized the Public Works Department to advertise for bids.

Analysis:

Construction Contract:

Now that adjacent development is complete and the utility relocation process has advanced, the Project was advertised for bids beginning April 13, 2026. Plans and specifications were published on Public Purchase and provided to local builder/contractor exchanges. On May 7, 2026, ten (10) bids were received and opened by the City Clerk. The bid opening list and Engineer's Estimate are shown below.

Company	Base Bid Amount	Alternate Bid Schedule 1	Total
1. McGuire and Hester	\$1,515,405.50	\$271,400.00	\$1,783,741.50
2. Hyatt Contracting	\$1,535,435.30	\$295,000.00	\$1,829,604.33
3. All-American Construction, Inc.	\$1,535,460.50	\$247,000.00	\$1,782,460.55
4. Western Engineering Contractors, Inc.	\$1,619,000.00	\$275,000.00	\$1,894,000.00

5. R&R Horn Contractors, Inc.	\$1,688,784.00	\$224,000.00	\$1,912,784.00
6. Knife River Construction	\$1,748,303.50	\$213,408.00	\$1,961,711.50
7. North Star Construction and Engineering, Inc.	\$1,875,453.50	\$222,000.00	\$2,097,453.50
8. B&M Builders	\$1,922,808.00	\$278,500.00	\$2,201,308.00
9. Zara Construction, Inc.	\$1,924,740.00	\$245,000.00	\$2,169,740.00
10. K.P. Martin General Engineering, Inc.	\$1,950,754.00	\$300,000.00	\$2,250,754.00
<i>Engineer's Estimate</i>	\$1,808,403.00	<i>\$250,000.00</i>	<i>\$2,058,403.00</i>

Pursuant to the project specifications, the lowest responsible and responsive bidder is determined based solely on the Base Bid Schedule and the City may choose to include or exclude the bid alternate schedule at its discretion. Based on this criterion, McGuire and Hester of Sacramento, CA is the low, responsible and responsive bidder. Staff recommend including Alternate Bid Schedule 1 in the award. Accordingly, staff recommend award to McGuire and Hester in the total amount of \$1,783,741.50, which includes the Base Bid Amount and Alternate Bid Schedule 1. Despite All-American Construction, Inc.'s total, including Alternate Bid Schedule 1, being approximately \$1,300 less than McGuire and Hester's total, an award, if made, must be to McGuire and Hester.

Construction Management and Inspection:

The Project is approximately \$2 million consisting primarily of federal grant funding. A project of this magnitude requires significant construction management and inspection staffing to oversee the construction process, assure that City, State, and Federal standards are adhered to, and to represent the City against potential construction claims. The construction management and inspection needs of this project exceed City staffing levels significantly, especially considering all the other on-going capital improvement and development projects, plus encroachment permits.

On March 23, 2026, Public Works staff issued a Request for Proposals (RFP) for Construction Management and Inspection Services. On April 10, 2026, proposals were received from the following three Sacramento-area firms:

- 4Leaf, Inc.
- Albat
- Mark Thomas & Company, Inc.

A team comprised of Engineering Division staff members evaluated the proposals. While all three firms are highly qualified construction management and inspection companies, Mark Thomas & Company, Inc. (Mark Thomas) was ranked as the most qualified consultant to perform the work. Caltrans has advised the staff that it will conduct an audit on the construction files for the Project and Mark Thomas was the only consultant to demonstrate experience in receiving no findings on similar Caltrans audits.

Staff evaluated Mark Thomas' sealed cost proposal and determined that the direct costs, indirect costs, and profits were all reasonable and consistent with federal and State requirements. Labor rates for key staff members proposed by Mark Thomas were found to be cost-competitive. In accordance with Federal requirements, specifically 23 CFR Part 172, the City is not allowed to evaluate other consultant cost proposals unless an agreement cannot be reached with the top-ranked consultant. Staff recommend entering into a Professional Services Agreement with Mark Thomas in the amount of \$280,125.00 which includes a 3.75% contingency to account for potential extra work due to time sensitive work requiring overtime. The City will be billed for actual costs.

Contract administration will be performed by Public Works Department staff.

Project construction is expected to begin this summer and continue through the end of 2026.

Fiscal Impact:

The estimated total construction cost for the project is approximately \$2,278,241.50, which consists of the following components:

Construction Contract	\$1,783,741.50
Construction Contingency (10%)	\$ 178,375.00
Construction Management/Inspection Contract (14.25%)	\$ 280,125.00
<u>City Administration (2%)</u>	<u>\$ 36,000.00</u>

Total Project Cost:	\$2,278,241.50

Capital Improvement Program (CIP) Account No. 1266 (Sutter Bike Path Gap Closure) currently has an available balance of approximately \$2.1 million. The City has received \$1,984,000.00 in federal Surface Transportation Block Grant Program (STBGP) funds. The remaining balance consists of local Transportation Development Act (TDA) funds. To accurately reflect the Federal grant dollars available, while ensuring adequate budget is available to deliver the project, staff requests authorization for the Finance Director to make the following budget adjustments:

1. Increase appropriations in 911266-65501 to \$150,000, utilizing unallocated Transportation Development Act (TDA) funds
2. Decrease appropriations in 941266-65501 to \$1,984,000
3. Increase appropriations in 951266-65501 to \$153,000

These actions will ensure a total available project budget of \$2,287,000.00.

Environmental:

An environmental assessment has been conducted for this project in compliance with the California Environmental Quality Act (CEQA). Based on the environmental assessment, the project has been determined to be Categorically Exempt (Class 4 §15304(h)) from CEQA and a Notice of Exemption (SCH #2016048118) was filed on April 8, 2016. 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. Do not award the Alternate Bid Schedule 1 and just award the Base Bid to McGuire and Hester.
- B. Reject the bids and either readvertise or cancel the project. This would result in a loss of grant funds.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Awards the construction contract to McGuire and Hester of Sacramento, CA in the amount of their total bid of \$1,783,741.50, 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, and authorizes a project contingency of \$178,375.00 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 4, SCH #2016048118) 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 Mark Thomas & Company, Inc. of Roseville, CA, for Construction Management and Inspection Services in the amount of up to \$280,125.00, subject to material terms, with the finding that is in the best interest of the City

D. Authorize the Finance Director to make the following budget adjustments:

1. Increase appropriations in 911266-65501 to \$150,000, utilizing unallocated Transportation Development Act (TDA) funds
2. Decrease appropriations in 941266-65501 to \$1,984,000
3. Increase appropriations in 951266-65501 to \$153,000

Attachments:

1. Attachment 1 - Resolution
2. Attachment 1 - Exhibit A
3. Attachment 1 - Exhibit B
4. Attachment 2 - Project Exhibit

Prepared By:
Kevin Bradford
Deputy Public Works Director - Engineering

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 MCGUIRE AND HESTER OF
SACRAMENTO, CA IN THE AMOUNT OF THEIR TOTAL BID OF \$1,783,741.50,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF
OF THE CITY, AND AWARDING A PROFESSIONAL SERVICES AGREEMENT TO
MARK THOMAS & COMPANY, INC. IN THE AMOUNT OF UP TO \$280,125.00 FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SUTTER
BIKE PATH GAP CLOSURE PROJECT**

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Sutter Bike Path Gap Closure 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:

<i>Company</i>	<i>Total Base Bid</i>
1. McGuire and Hester	\$1,515,405.50
2. Hyatt Contracting	\$1,535,435.50
3. All-American Construction, Inc.	\$1,535,460.50
4. Western Engineering Contractors, Inc.	\$1,619,000.00
5. R&R Horn Contractors, Inc.	\$1,688,784.00
6. Knife River Construction	\$1,748,303.50
7. North Star Construction and Engineering, Inc.	\$1,875,453.50
8. B&M Builders	\$1,922,808.00
9. Zara Construction, Inc.	\$1,924,740.00
10. K.P. Martin General Engineering, Inc.	\$1,950,754.00; and

WHEREAS, the City Public Works Department has reviewed the ten bids, and examined McGuire and Hester 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 Base Bid and Alternate Bid Schedule 1 to McGuire and Hester of Sacramento, CA and enter into an agreement with McGuire and Hester to construct the Sutter Bike Path Gap Closure Project; and

WHEREAS, the City desires to award a contract for construction management and inspection services to Mark Thomas & Company, Inc. of Roseville, CA in the amount of \$280,125.00 to ensure compliance with funding requirements.

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

1. The City Council of the City of Yuba City does hereby accept the ten bids received as noted above, finds that McGuire and Hester is the lowest responsive and responsible bidder based solely on the Base Bid Amount in accordance with the project specifications, and awards the construction contract to McGuire and Hester in the amount of \$1,783,741.50, which includes the Base Bid and Alternate Bid Schedule 1 amounts, for the Sutter Bike Path Gap Closure Project, with a finding that the award is in the best

interest of the City. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached as Exhibit A 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, as well as make any non-material changes to the contract subject to approval as to legal form by the City Attorney. The City Council also approves an additional \$178,375.00 (10%) contingency amount for the project and authorizes the City Engineer to modify the scope of work, either through change orders or amendments to the contract, to address changes of quantities or unforeseen circumstances arising during construction of the project within the contingency amount.

2. The City Council finds that CEQA was previously assessed for the project, a categorical exemption (Class 4, SCH #2016048118) 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 professional services agreement for construction management and inspection services to Mark Thomas & Company, Inc. of Roseville, CA in the amount of up to \$280,125.00, and authorizes the City Manager to make non-material changes and execute the contract on behalf of the City, subject to material terms as set forth in the draft agreement attached as Exhibit B to this Resolution, 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.

4. The City Council authorizes the Finance Director to make the following budget adjustments:

- a. Increase appropriations in 911266-65501 to \$150,000, utilizing unallocated Transportation Development Act (TDA) funds
- b. Decrease appropriations in 941266-65501 to \$1,984,000
- c. Increase appropriations in 951266-65501 to \$153,000.

5. This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of May, 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. (Draft) Agreement for the Construction of Sutter Bike Path Gap Closure Project
- B. (Draft) Professional Services Agreement for Construction Management and Inspection

EXHIBIT A

**CONTRACT AGREEMENT
CONTRACT**

FOR THE CONSTRUCTION OF

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CONTRACT NO:Error! Reference source not found.5

FEDERAL-AID PROJECT NO: ATPSB1L-5163(036)

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 2025, the Standard Plans dated 2025, 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 April 13, 2026, and are entitled:

BID BOOK

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

FOR

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FEDERAL-AID PROJECT NO: ATPSB1L-5163(036)

The project plans for the work to be done were approved April 13, 2026, and are entitled:

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FEDERAL-AID PROJECT NO: ATPSB1L-5163(036)

PROJECT PLANS FOR
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CONTRACT NO: Error! Reference source not found.
FEDERAL-AID PROJECT NO: ATPSB1L-5163(036)

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. The contract amount may be adjusted by written change order approved at the sole discretion of the Engineer, not to exceed the contingency amount authorized by the City Council.

ARTICLE VI. – The provisions of Form FHWA 1273 is hereby physically attached, unmodified as a part of this contract. This provision applies to federal-aid contracts and all work performed by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

ARTICLE VII. – The Minimum Federal Wage Rates Determination is hereby physically attached, in conformance with federal 10-day rule as a part of this contract. This wage rate determination applies to federal-aid contracts and all work performed exceeding \$2000 by subcontracts and subsequent lower-tier subcontracts and required be physically included in each executed contract.

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

BID ITEM LIST
Base Bid Schedule

Item No.	Item Code	P -F	Item Description	Est. Quantity	Unit	Unit Price	Total Price
1	66999		CONSTRUCTION STAKING	1	LS	\$22,500.00	\$22,500.00
2	120090		CONSTRUCTION AREA SIGNS	1	LS	\$17,500.00	\$17,500.00
3	120121A		BARRICADE (YUBA CITY STANDARD DETAIL 21)	1	EA	\$750.00	\$750.00
4	120165		CHANNELIZER (SURFACE MOUNTED)	375	EA	\$40.00	\$15,000.00
5	128652		PORTABLE CHANGEABLE MESSAGE SIGN (LS)	1	LS	\$7,000.00	\$7,000.00
6	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$6,000.00	\$6,000.00
7	190101		ROADWAY EXCAVATION	2,023	CY	\$110.00	\$222,530.00
8	204040A		TREE (CHINESE PISTACHE) (15 GAL)	6	EA	\$350.00	\$2,100.00
9	204041A		TREE (GINGKO BILBOA "AUTUMN GOLD")(15 GAL)	6	EA	\$350.00	\$2,100.00
10	204042A		TREE (SARGENT FLOWERING CHERRY)(15 GAL)	6	EA	\$350.00	\$2,100.00
11	205034		DECOMPOSED GRANITE	362	SQFT	\$8.00	\$2,896.00
12	208431A		BACK FLOW PREVENTER	1	EA	\$9,740.00	\$9,740.00
13	208443A		DEEP WATERING TREE BUBBLER	18	EA	\$150.00	\$2,700.00
14	208451A		REMOTE CONTROL DRIP VALVE	1	EA	\$1,000.00	\$1,000.00
15	208597	F	1-1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	655	LF	\$13.00	\$8,515.00
16	208690	F	4" PIPE CONDUIT (SCHEDULE 40) (PVC PIPE CONDUIT (SLEEVE))	30	LF	\$60.00	\$1,800.00
17	260203		CLASS 2 AGGREGATE BASE	1,265	CY	\$155.00	\$196,075.00
18	390132		HOT MIX ASPHALT (TYPE A)	415	TON	\$183.00	\$75,945.00
19	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	332	SQYD	\$38.00	\$12,616.00
20	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	9	CY	\$6,000.00	\$54,000.00

21	650014		18" REINFORCED CONCRETE PIPE	268	LF	\$250.00	\$67,000.00
22	710150		REMOVE INLET	1	EA	\$1,500.00	\$1,500.00
23	723071A		RELOCATE ROCK	2	EA	\$50.00	\$100.00
24	723080		ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B)	38	CY	\$400.00	\$15,200.00
25	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	81	SQYD	\$5.00	\$405.00
26	730070		DETECTABLE WARNING SURFACE	470	SQFT	\$33.00	\$15,510.00
27	731504		MINOR CONCRETE (CURB AND GUTTER) (A2-6)	4	CY	\$700.00	\$2,800.00
28	731505A		MINOR CONCRETE (CURB AND GUTTER) (6" BARRIER CURB)	23	CY	\$725.00	\$16,675.00
29	731521		MINOR CONCRETE (SIDEWALK)	293	CY	\$635.00	\$186,055.00
30	731623		MINOR CONCRETE (CURB RAMP)	37	CY	\$875.00	\$32,375.00
31	731710		REMOVE CONCRETE CURB	31	LF	\$47.00	\$1,457.00
32	731780		REMOVE CONCRETE SIDEWALK (SQYD)	162	SQYD	\$52.00	\$8,424.00
33	731840		REMOVE CONCRETE (CURB & GUTTER)	383	LF	\$20.00	\$7,660.00
34	750001	F	MISCELLANEOUS IRON AND STEEL	1,023	LB	\$8.00	\$8,184.00
35	773000A		REMOVABLE BOLLARD	2	EA	\$2,250.00	\$4,500.00
36	780254		ADJUST ACCESS BOX FRAME AND COVER (UTILITY)	2	EA	\$600.00	\$1,200.00
37	780255A		ADJUST VAULT FRAME AND COVER (UTILITY)	1	EA	\$1,300.00	\$1,300.00
38	780258		ADJUST MANHOLE FRAME AND COVER (UTILITY)	2	EA	\$2,500.00	\$5,000.00
39	780280A		REMOVE POLE	1	EA	\$1,900.00	\$1,900.00
40	803000A		8' CHAIN LINK FENCE(WITH SLATS)	2,385	LF	\$120.60	\$287,631.00
41	803050		REMOVE FENCE	2,385	LF	\$7.00	\$16,695.00
42	810230		PAVEMENT MARKER (RETROREFLECTIVE)	34	EA	\$20.00	\$680.00
43	820610		RELOCATE ROADSIDE SIGN	4	EA	\$350.00	\$1,400.00
44	820530		RESET ROADSIDE SIGN	2	EA	\$350.00	\$700.00
45	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	102	SQFT	\$35.75	\$3,646.50
46	820840		ROADSIDE SIGN - ONE POST	22	EA	\$400.00	\$8,800.00

47	840516	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	1,734	SQFT	\$9.00	\$15,606.00
48	846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	3,259	LF	\$3.00	\$9,777.00
49	846026	REMOVE PAVEMENT MARKING	214	SQFT	\$20.00	\$4,280.00
50	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	246	LF	\$9.00	\$2,214.00
51	872133	MODIFYING SIGNAL AND LIGHTING SYSTEMS	1	LS	\$53,000.00	\$53,000.00
52	999999	MOBILIZATION	1	LS	\$67,800.00	\$67,800.00
Total Base Bid Schedule:					\$1,512,341.50	

Alternate Bid Schedule 1: Solar Path Lighting

53	870201A	LIGHTING(SOLAR LED LUMINAIRE)	1	LS	\$271,400.00	\$271,400.00
Total Alternate Bid Schedule 1:					\$271,400.00	

Total Contract Amount					\$1,783,741.50	

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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C. Prompt Payment of Withheld Funds to Subcontractors	3
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

~~The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.~~

~~The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.~~

~~If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.~~

~~It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.~~

~~DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.~~

~~Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:~~

- ~~• 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.~~
- ~~• 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.~~
- ~~• Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."~~

~~The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:~~

- ~~• The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.~~
- ~~• The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.~~
- ~~• The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.~~
- ~~• The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.~~
- ~~• The DBE may also lease trucks from a non-DBE firm, including from an owner operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.~~
- ~~• The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of those hauling services.~~

~~A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.~~

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. ~~In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.~~

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

~~C. Prompt Progress Payment~~

~~In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.~~

~~In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.~~

C. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

~~D. Termination and Replacement of DBE Subcontractors~~

~~The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.~~

Termination of DBE Subcontractors

~~After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:~~

- ~~a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~
- ~~b. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.~~
- ~~c. Work requires a contractor's license and listed DBE does not have a valid license under Contractors' License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.~~
- ~~d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to~~

~~perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).~~

- ~~e. Listed DBE's work is unsatisfactory and not in compliance with the contract.~~
- ~~f. Listed DBE is ineligible to work on the project because of suspension or debarment.~~
- ~~g. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.~~
- ~~h. Listed DBE voluntarily withdraws with written notice from the Contract.~~
- ~~i. Listed DBE is ineligible to receive credit for the type of work required.~~
- ~~j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.~~
- ~~k. The Agency determines other documented good cause.~~

~~To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:~~

- ~~1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.~~
- ~~2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.~~
- ~~3. Submit Contractor's DBE termination request by written letter to the Agency and include:~~
 - ~~• One or more above-listed justifiable reasons along with supporting documentation.~~
 - ~~• Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice~~
 - ~~• The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.~~

~~The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.~~

~~Replacement of DBE Subcontractors~~

~~After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate CFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.~~

~~The following procedures shall be followed to request authorization to replace a DBE firm:~~

- ~~1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:~~
 - ~~a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.~~
 - ~~b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:~~
 - ~~• Quote for bid item work and description of work to be performed~~
 - ~~• Proposed subcontract agreement and written confirmation of agreement to perform on the Contract~~
 - ~~• Revised Subcontracting Request form~~
 - ~~• Revised Exhibit 15-G: Construction Contract DBE Commitment~~

~~2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's CFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:~~

- ~~• Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self perform, to the extent needed to meet the DBE commitment~~
- ~~• Solicitations of DBEs for performance of work identified~~
- ~~• Correspondence with interested DBEs that may have included contract details and requirements~~
- ~~• Negotiation efforts with DBEs that reflect why an agreement was not reached~~
- ~~• If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive~~
- ~~• Copies of each DBE's and non DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher~~
- ~~• Additional documentation that supports the CFE~~

~~The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.~~

~~E. Commitment and Utilization~~

~~The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.~~

~~The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.~~

~~If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.~~

~~The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.~~

~~The Agency shall request the prime contractor to:~~

- ~~1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation~~
- ~~2. Provide this notification before starting the affected work~~
- ~~3. Maintain records including:~~
 - ~~• Name and business address of each 1st-tier subcontractor~~
 - ~~• Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier~~
 - ~~• Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)~~

~~If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.~~

~~Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.~~

~~If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.~~

~~Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report—Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.~~

~~F. Running Tally of Attainments~~

~~For projects awarded on or after March 1, 2020, but before September 1, 2023:~~

~~After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

~~For projects that are awarded on or after September 1, 2023:~~

~~Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.~~

~~G. Commercially Useful Function~~

~~DBEs must perform a commercially useful function (CUF) under 49 CFR 26.65 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.~~

~~The Contractor must perform CUF evaluation for each DBE company working on a federal aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.~~

~~The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.~~

~~Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:~~

- ~~• Subcontract agreement with the DBE~~
- ~~• Purchase orders~~
- ~~• Bills of lading~~
- ~~• Invoices~~
- ~~• Proof of payment~~

~~The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.~~

~~The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.~~

~~The AGENCY will verify DBE's performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.~~

~~The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:~~

- ~~• Proof of ownership or lease and rental agreements for equipment~~
- ~~• Tax records~~
- ~~• Employee rosters~~
- ~~• Certified payroll records~~
- ~~• Inventory rosters~~

~~Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.~~

~~If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.~~

~~If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.~~

~~H. Use of Joint Checks~~

~~A joint check may be used between the Contractor or lower tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.~~

~~To use a joint check, the following conditions must be met:~~

- ~~• All parties, including the Contractor, must agree to the use of a joint check~~
- ~~• Entity issuing the joint check acts solely to guarantee payment~~
- ~~• DBE must release the check to the material supplier~~
- ~~• LPA must authorize the request before implementation~~
- ~~• Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation~~
- ~~• Agreement to use a joint check must be short term, not to exceed 1 year, allowing sufficient time~~

~~needed to establish or increase a credit line with the material supplier~~

~~A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 40 CFR 26.55(e)(1).~~

~~Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.~~

~~A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.~~

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
[This provision may be omitted by the Local Agency, at their option.]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make

an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 50 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Yuba City the sum of \$4,200 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

[Include the Buy America provisions below when required by LAPM Chapter 12]

Buy America Requirements apply to iron or steel, manufactured products, and construction materials permanently incorporated into the project.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

An article, materials, or supply to be permanently incorporated in the project should only be classified into one of the following categories:

1. Iron or steel products
2. Manufactured products

3. Construction materials
4. Excluded materials

Excluded materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Iron or Steel Products

All iron or steel products permanently incorporated into the project must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

For a product to be considered to consist predominantly of iron or steel, or a combination of both means the cost of the iron or steel content of the product exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Furnish iron or steel products to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the iron or steel were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

[Delete the paragraph below if not applicable]

The following iron or steel products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Manufactured Products

All manufactured products permanently incorporated into the project must be manufactured in the United States.

Manufactured products are defined as articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, construction materials, or excluded materials.

Iron or steel used in precast concrete manufactured products or Intelligent Transportation Systems (ITS) must meet the requirements of Iron or Steel Products regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section Iron or Steel Products if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

Furnish manufactured products to be permanently incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following manufactured products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Construction Materials

Construction materials permanently incorporated into the project must be manufactured as defined in 2 CFR 184.6 in the United States.

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following construction materials have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Buy America Waiver for De Minimis Cost for Manufactured Products and Construction Materials

A De Minimis Cost Waiver can waive the application of FHWA's Buy America requirements for manufactured products and construction materials under a single project when the total value of non-compliant manufactured products and construction materials is no more than the lesser of \$1,000,000 or 5 percent of the total applicable material costs for the project.

The percent threshold is calculated based on the following formula:

$$X = NC / TA$$

where:

X = percent threshold

NC = total value of non-compliant manufactured products and construction material

TA = total applicable project costs (iron or steel products, manufactured products, and construction materials; does not include excluded materials)

This threshold is based on the actual cost of the iron or steel products, manufactured products, and construction materials, not the anticipated cost of those materials. Compliant and non-compliant Agency Furnished Materials for the project must be accounted for in a De Minimis Cost Waiver Worksheet calculation, if provided by the Local Agency.

Provide copies of invoices for the actual costs of materials including transportation to the project site.

In applying a De Minimum Cost Waiver, total cost of non-compliant construction materials and manufactured products does not include the cost of any products subject to a separate Buy America waiver.

If De Minimis Cost Waiver Worksheet calculation for materials subject to Buy America is not submitted, the Local Agency may:

1. Withhold from the next progress payment
2. Reject your request for a De Minimis Costs waiver for non-compliant construction materials or manufactured products

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

~~For projects awarded on or after September 1, 2023:-~~

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

~~The Local Agency must verify all Exhibit 0-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 0-P to DBE.Firms@dot.ca.gov before the end of the month after receiving the Exhibit 0-P from the Contractor.~~

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	

177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern 2840 Fresno, CA	26.1
	CA Fresno Non-SMSA Counties:	23.6
	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange 4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura 6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA: SMSA Counties: 7320 San Diego, CA	16.9
	CA San Diego Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.]

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation

activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Yuba City :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Yuba City approval for this submitted information before the prime contractor starts work. The City/County of Yuba City credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Yuba City and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Yuba City reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users

and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

FEDERAL 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 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 and including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes

Drywall Installers/Lathers:

Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26

Drywall Stocker/Scraper

Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway Carpenter

.....\$ 52.65 30.82

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer

.....\$ 52.80 30.82

Journeyman Carpenter.....\$ 52.65 30.82

Millwright \$ 52.75 32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,

Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter		
.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer		
.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter		
.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer		
.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter		
.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer		
.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter		
.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer		
.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter		
.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer		
.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
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

ZONE RATE:

70-90 miles - \$10.00 per hour

91+ miles - \$15.00 per hour

ELEC0551-004 06/01/2024

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 59.17	32.04

ELEC0551-005 12/01/2025

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.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all

buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2026

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.04	21.84

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	.\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	.\$ 40.37	4.5%+14.30
(6) Groundman.....	..\$ 33.37	4.5%+14.30

ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 70.16	24.71

(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)

.....	\$ 53.30	22.26

(3) Groundman.....	\$ 40.76	21.76

(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2025

	Rates	Fringes

ELEVATOR MECHANIC.....	\$ 84.05	38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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

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

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 (Piledriving - AREA 1:)

GROUP 1

Lifting devices	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15

GROUP 2

Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15

GROUP 3

Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15

GROUP 4

Lifting devices.....	\$ 47.37	31.15

GROUP 5

Lifting devices.....	\$ 44.73	31.15

GROUP 6

Lifting devices.....	\$ 42.50	31.15

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

GROUP 1

Cranes.....	\$ 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

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 firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (guniting); 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; Gunitite 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

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 (GUNITITE - 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; Dripak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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; Gunitite 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 (GUNITE - AREA A:)

GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I...	.\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; 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
DRYWALL FINISHER/TAPER.....	\$ 59.63	31.29

PAIN0016-007 01/01/2025

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 43.45	22.80

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 56.22 34.00

* PAIN0567-001 07/01/2025

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 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, Tehema, 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 research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....

.....\$ 69.70 46.38

(2) All other work - NEW CONSTRUCTION RATE.....\$ 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

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes

Sheet Metal Worker (Metal decking and siding only)

.....\$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes

SHEET METAL WORKER (Metal Decking and Siding only)

.....\$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes

SHEET METAL WORKER

Mechanical Jobs \$200,000 &

under.....	\$ 35.16	35.88

Mechanical Jobs over

\$200,000.....\$ 46.60 40.21

TEAM0094-001 07/01/2025

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); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2- axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck

and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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.

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END OF GENERAL DECISION"

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
Sutter Bike Path Gap Closure Construction Management and Inspection Services
1266-RFP-26

This Agreement is made and entered into as of May 19, 2026, by and between the City of Yuba City, a municipal corporation ("City") and Mark Thomas & Company, Inc. ("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 and Consultant's Cost Proposal attached hereto and incorporated herein by reference
(Exhibit 1)**

- 2. Time of Performance. This contract shall go into effect on May 19, 2026, contingent upon approval by the City. The services of Consultant shall commence immediately upon Consultant receiving Notice to Proceed from the City and shall continue until all authorized work is completed and approved by the City. The contract shall end on December 31, 2026, unless extended by contract amendment. Consultant is advised that any recommendation for contract award is not binding on the City until the contract is fully executed and approved by the City.

- 3. Compensation and Method of Payment.

- a. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event will Consultant be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Cost Proposal. If City determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by amendment to accommodate the changed work. The maximum total cost as specified in Section 3.j shall not be exceeded, unless authorized by amendment.

- b. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.
- c. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by amendment.
- d. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- e. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the City before exceeding such cost estimate.
- f. 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.
- g. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items required by this Agreement, City shall have the right to delay payment or terminate this Agreement.
- h. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- i. Consultant will be reimbursed promptly according to City fiscal procedures upon receipt by City of an itemized invoice. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased, if applicable. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to City at the following address:

City of Yuba City
Public Works Department
Attn: Kevin Bradford
1201 Civic Center Boulevard
Yuba City, CA 95993

- j. The total amount payable by City including the fixed fee shall not exceed \$280,125.00, unless an adjustment is made by amendment.
 - k. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
4. 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.

5. Prompt Payment From City to Consultant. The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:
 - a. The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
 - b. The City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.
6. Prompt Payment Certification. For projects awarded on or after September 1, 2023: the Consultant must now submit Exhibit 9-P to the City administering the contract by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements, and address any shortfalls to prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the City.
7. Termination.
 - a. This Agreement may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
 - b. City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.
 - c. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.
 - d. In the event of termination, Consultant shall be compensated as provided for in this Agreement. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
8. Cost Principles and Administrative Requirements.
 - a. The Consultant agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

- b. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to City.
 - d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
9. 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.
- a. 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.
10. 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. These provisions shall not apply to information that is in the public domain, was already known to Consultant without restriction, is independently developed by Consultant without use of City's confidential

information, or is required to be disclosed by law, court order, or other lawful process, or to the extent reasonably necessary for Consultant to defend itself from any claim or dispute.

11. 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.

12. Retention of Records/Audits. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

13. Audit Review Procedures.

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Finance Director.

- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultant Agreement s, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- e. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - i. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI. Accepted rates will be as follows:
 - 1. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

2. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
3. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- ii. If IOAI is unable to issue a cognizant letter per Section 11.e.i., IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
- iii. If the Consultant fails to comply with the provisions of this Section 11.e, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 11.e.i. for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
- iv. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

14. 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).)

15. 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.

16. 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 practicing in the same or similar locality, at the same or similar point in time and under similar circumstances.
17. 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.
18. State Prevailing Wage Rates.
- a. No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
 - b. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
 - c. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
 - d. Payroll Records
 - i. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - 1. The information contained in the payroll record is true and correct.
 - 2. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - ii. The payroll records enumerated under Section 16.d.i shall be certified as correct by the Consultant under penalty of perjury. The payroll records and

all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 2. A certified copy of all payroll records enumerated in Section 16.d.i, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
 3. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.
- iii. Each Consultant shall submit a certified copy of the records enumerated in Section 16.d.i, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 - iv. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.
 - v. The Consultant shall inform City of the location of the records enumerated under Section 16.d.i, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - vi. The Consultant or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in Section 16.d.i. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- e. When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.
 - f. Penalty
 - i. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of

DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

- ii. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
- iii. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
- iv. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Consultant fails to comply with all of the following requirements:
 1. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 3. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 4. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
- v. Pursuant to Labor Code §1775, City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

- vi. If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.
 - g. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
 - h. Employment of Apprentices
 - i. Where either the prime Agreement or the sub-agreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 - ii. Consultants and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.
19. 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.
20. Conflict of Interest.
- a. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.
 - b. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant

to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

- c. The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- d. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

21. Indemnity. To the fullest extent permitted by law, and consistent with California Civil Code Section 2782.8, Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, and employees from and against liability's for damages (including the reimbursement of costs, including attorney fees and expenses in connection therein), to the extent 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 negligence or willful misconduct of the City, its officers, agents, employees or volunteers. Consultant shall have no duty to provide an immediate or upfront defense, and in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

22. 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 2.

23. 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.

- i. If to City: Kevin Bradford
 - i. Public Works Department
 - ii. City of Yuba City
 - iii. 1201 Civic Center Boulevard
 - iv. Yuba City, CA 95993
 - v. (530) 822-4626
- ii. If to Consultant: Nick Graves
 - i. Project Manager
 - ii. Mark Thomas & Company, Inc.
 - iii. 516 Gibson Drive, Suite 230
 - iv. Roseville, CA 95678
 - v. (916) 701-9816

24. 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.
25. 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.
26. 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. Any sub-agreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to the Consultant by the City.
27. 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.
28. 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.
29. 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.
30. Claims Filed by City's Construction Contractor.
- a. If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
 - b. Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.
 - c. Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

31. 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. The losing party's responsibility under this section shall be based on the losing party's proportionate percentage of fault in the underlying legal action.
32. 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.
33. 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.
34. 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.
35. 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.
36. Rebates, Kickbacks, or Other Unlawful Consideration. The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
37. Prohibition of Expending Local Agency, State or Federal Funds for Lobbying.
- a. The Consultant certifies, to the best of his or her knowledge and belief, that:

- i. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- c. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

38. Non-Discrimination Clause and Statement of Compliance.

- a. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.
- b. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR

§§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- d. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.
- e. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- f. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- g. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- h. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- i. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

39. Debarment and Suspension Certification.

- a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - iii. Does not have a proposed debarment pending; and

- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

40. Equipment Purchase and Other Capital Expenditures.

- a. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by City's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- c. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
 - i. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.
 - ii. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

41. 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.

42. National Labor Relations Board Certification. In accordance with Public Contract Code §10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- a. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: Consultant, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B-D

Not Used

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex; • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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

CITY OF YUBA CTIY

CONSULTANT

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

**Matt Brogan, PE
Executive Vice President
Mark Thomas & Company, Inc.**

Attachments: Exhibit 1 – Scope of Services
 Exhibit 2 – Insurance Requirements

Exhibit 1
Scope of Services

Work Plan

We have thoroughly reviewed the Scope of Services identified in your RFP and will deliver your projects in accordance with services listed, as we have on other projects. The backbone of our plan is based upon the Caltrans Construction Manual and the Local Assistance Procedures Manual (LAPM).

Our approach emphasizes proactive planning, rigorous quality control, and stakeholder coordination to deliver your project efficiently, safely, and in compliance with City, State, and Federal requirements. Mark Thomas is committed to delivering the project efficiently, managing costs, earning public trust, and guaranteeing a high-quality outcome for the City.

Our strategy for the project is crafted to achieve timely delivery, with the following priorities at the forefront:

- Complete the project safely, with a goal of zero injuries.
- Deliver a high-quality project that complies fully with all contract requirements.
- Project completion within the established schedule and budget.
- Foster a positive public image for both the project and for the City.

Work Plan Execution

The table below illustrates our approach to the successful implementation of an example project, showing how our team will deliver the scope of work, including project staff assignments for each task and the involvement of subconsultants.

TASK 1 | Project Management

Tasks	Deliverable(s)
Task 1.1 - Management and Administration Mark Thomas' Project Manager and administration staff will submit Mark Thomas progress invoices, monthly progress report and certified payroll.	Monthly Invoices Monthly Progress Report Certified Payroll

TASK 2 | Pre-Construction

Tasks	Deliverable(s)
Task 2.1 - Pre-Construction Documentation Mark Thomas will take photos and videos of the project site prior to the first working day to document pre-construction conditions.	Pre-construction Photos and Video

Task 2.2 - Pre-construction Meeting Mark Thomas will organize and conduct a pre-construction meeting with the selected Contractor and City personnel to discuss pertinent project information and expectations. This meeting will establish project roles, responsibilities and the chain of command. Mark Thomas will distribute an agenda prior to the meeting and the meeting minutes.	Meeting Agenda and Minutes Consistent with Item 2.1.1 of the RFP Key Project Staff Contact Log Establish Roles and Responsibilities Sign-in Sheet
Task 2.3 - CMIS Set-Up Mark Thomas will create the project in CMIS and invite project team users. Mark Thomas will provide basic guidance on CMIS usage as needed.	Establish Project in CMIS and Connect Users

TASK 3 | Construction

Tasks	Deliverable(s)
Task 3.1 - Submittal Review and Coordination Mark Thomas will review all submittals and shop drawings for compliance with the contract documents and coordinate reviews by others. Mark Thomas will maintain a submittal log that includes submittal date, due date, response date, and responsible party.	Review and Respond to Submittals and Shop Drawings and Maintain Submittal Log
Task 3.2 - Construction Observation / Inspection Services Mark Thomas will provide full-time construction observation and inspection services. Our inspector will verify the project is constructed per the project plans and City Standards and document the work through daily inspection reports consistent with the LAPM Exhibit 16-C1 (CEM-4501). Our inspector will also gather material delivery tags, certificates of compliance, record quantities, and verify accuracy of tentative extra work agreements.	Daily Inspection Reports in CMIS Photo Documentation in CMIS Tentative Extra Work Agreements Verify Material Delivered Collect Material Tags
Task 3.3 - Traffic Control	Coordinate Submittal Review and Response

Mark Thomas will review the contractor's traffic control (TCP) submittal for compliance with the California Manual of Uniform Traffic Control Devices (CAMUTCD) and City requirements. Our inspector will then verify daily that traffic control devices are placed in conformance with the TCP.	Daily Monitoring
Task 3.4 - Labor Compliance Mark Thomas will review the Contractor's certified payroll (CPR) for compliance with the California Department of Industrial Relation (DIR) prevailing wage determinations and maintain a CPR submission log. CPR's will also be cross referenced with labor hours and classifications listed in our inspector's daily inspection report. Mark Thomas will conduct and record Equal Employment Opportunity interviews on Local Assistance Procedures Manual (LAPM) Exhibit 16-N. Our inspector will verify labor compliance job posters in English and Spanish are posted and easily visible on the jobsite.	EEO Interviews Review CPR and Update CPR Log Labor Spot Checks Prepare a Labor Compliance Monitoring Report Verify Prevailing Wages and Contractor Compliance with Applicable Local and State EEO, Prevailing Wage Requirements and Registration with DIR
Task 3.5 - Project Meetings Mark Thomas will conduct weekly progress meetings with the contractor, City, and other invested stakeholders identified by the City. Mark Thomas will provide meeting agenda and minutes.	Weekly Meeting Agenda and Minutes Look Ahead Schedule Review
Task 3.6 - Payment Recommendations Monthly quantity calculation sheets will be prepared using the quantities measured daily by the inspector. Material waste will be documented and removed from payable quantities. Recommendations for payment to the contractor based on measured quantities will be made.	Monthly Quantity Calculation Sheets Track Material Waste Certified Payment Request
Task 3.7 - Request for Information (RFI) Mark Thomas will review, distribute, coordinate the review of and respond to RFI's and maintain an active RFI log.	RFI Responses and RFI Log
Task 3.8 - Contract Change Orders	Statement of Merit, No Merit, or Partial Merit

All change order requests will be reviewed for merit, no merit, or partial merit. Only change order requests deemed to have merit or partial merit will be evaluated further. Mark Thomas will provide independent cost estimates and time impact analysis for each change order. Mark Thomas will maintain a change order log that includes process dates, cost, time adjustments, and track project contingency. Each change order recommended for approval will be accompanied with a change order memorandum that narrates the decisions made.	PCO and CCO Logs Review/Sign Contractor Extra Work Bills Change Order and Memorandum Cost Estimates and Time Impact Analysis
Task 3.9 - Review Safety Program Mark Thomas will review the contractor's Injury and Illness Prevention Program for completeness and relevance.	Submittal Review and Response
Task 3.10 - Coordination with the City / Stakeholders Mark Thomas will coordinate administrative tasks and communication between the contractor and City staff and assist with coordinating construction activities with City operations.	Correspondence/Coordination with the City Staff, Contractor, City Operations
Task 3.11 - Document Control Project documents will primarily be transmitted and stored in CMIS. All documents will be organized using Caltrans' 63 category filing system.	Maintain Files per Caltrans LAPM using CMIS Maintain and Update Record Drawings
Task 3.12 - Project Schedule Management Mark Thomas will review the contractor's baseline schedule for completeness and logic. Mark Thomas will then review monthly schedule updates to verify past activities are represented accurately, logic is not changed without prior approval, monitor impacts to the project completion date and exercise contractual leverage to encourage timely completion. Mark Thomas will also provide time impact analysis (TIA) of potential changes to the project and review contractor TIA's. Mark Thomas will track the controlling activities and issue weekly statements of working days.	Review Project Schedules CPM Schedule Review Time Impact Analysis Issue Weekly Statement of Working Days
Task 3.13 - Claim Management Mark Thomas will review and respond to Notices of Potential Claims (NOPCs), Initial Claims, Supplemental Claim Information, and Full and	Potential Claim Review and Response Assist with Dispute Resolution

Final Claim submissions. Mark Thomas will also assist with dispute resolution.	
Task 3.14 - RE Reports Mark Thomas' Resident Engineer (RE) will produce weekly RE diaries consistent with Caltrans' requirements.	Weekly RE Diaries
Task 3.15 - SWPPP/WPCP Oversight Mark Thomas will review and respond to the contractor's WPCP and verify BMP measures are implemented per the WPCP and state requirements.	Review of SWPPP/WPCP Forms

TASK 4 | Project Closeout

Tasks	Deliverable(s)
Task 4.1 - Closeout Documentation Mark Thomas will coordinate and conduct the final punch list inspection, maintain a punch list log, and verify punch list items are completed prior to recommending City acceptance. Mark Thomas will deliver project files, including as-built drawings, to the City in the format desired. Mark Thomas will assist the City with the Caltrans' project close out package consistent with Chapter 17 of the LAPM. Mark Thomas will also support the City with any Caltrans audits and/or project reviews.	Project Closeout Documents per Chapter 17 of the Caltrans LAPM Digital Project History File Punch List Log Final Inspection Coordination Scanned Final Record Drawings in .pdf and .dwg Format Caltrans Project Closeout Package Assistance with Caltrans Audits/Reviews

TASK 5 | Materials and Equipment Testing

Tasks	Deliverable(s)
Task 5.1 4Certified Laboratory for Soils / Material Testing Services Compliant with City's QAP	Certifications for Blackburn Laboratory and

Tasks	Deliverable(s)
Mark Thomas will coordinate QA materials testing with our subconsultant, Blackburn. Mark Thomas will review test results and tester field reports and maintain a testing log that includes tests taken, location, dates, and pass/fail. All failed tests will be followed up with rework and retests. Lab and tester certifications will be collected and filed according to the LAPM and Caltrans Construction Manual guidelines.	Testing Personnel Including Resumes Material Tester Field Reports Lab Reports Materials Testing Log

COST PROPOSAL FOR PROJECT SCOPE - Yuba City: CM Sutter Bike Path Gap Closure

MARK THOMAS *Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.	KEY STAFF						Mark Thomas			Subconsultants	TOTAL COST (RAW)	TOTAL COST (LOADED)
	Construction Manager Nick Graves	Inspector - CM Aaron Clubb (Group 2)	Project Accountant	Sr. Project Coordinator	Graphic Designer	Total Hours	Total MT Cost (Raw)	Total MT Cost (Loaded)	Blackburn	PW		
	\$104.69 \$283.43	\$79.55 \$215.38	\$51.45 \$139.30	\$54.60 \$147.83	\$43.89 \$118.83							
1.0 CONSTRUCTION MANAGEMENT												
1.1 Admin			8	8		16	\$848.40	\$2,296.98	\$0.00		\$848.40	\$2,296.98
1.2 Pre-Construction	40	16			12	68	\$5,986.88	\$16,209.06	\$0.00		\$5,986.88	\$16,209.06
1.3 Construction	350	400				750	\$68,459.75	\$185,349.98	\$0.00		\$68,459.75	\$185,349.98
1.4 Post Construction	40	8				48	\$4,823.80	\$13,060.10	\$0.00		\$4,823.80	\$13,060.10
1.5 Materials Testing						0	\$0.00	\$0.00	\$29,908.02		\$29,908.02	\$29,908.02
OTHER DIRECT COSTS							\$11,956.00	\$11,956.00	\$11,172.75		\$23,128.75	\$23,128.75
Subtotal Phase 1	430	424	8	8	12	882	\$92,074.83	\$228,872.12	\$41,080.77		\$133,155.60	\$269,952.89
TOTAL HOURS	430	424	8	8	12	882			0		882	
TOTAL RAW COST	\$45,014.55	\$33,729.20	\$411.60	\$436.80	\$526.68		\$80,118.83				\$80,118.83	\$0.00
Fringe Benefits (100.37%)	\$45,181.10	\$33,854.00	\$413.12	\$438.42	\$528.63		\$80,415.27				\$80,415.27	\$0.00
Overhead + General Administration (45.76%)	\$20,598.66	\$15,434.48	\$188.35	\$199.88	\$241.01		\$36,662.38				\$36,662.38	\$0.00
SUBTOTAL LABOR COST	\$110,794.31	\$83,017.68	\$1,013.07	\$1,075.10	\$1,296.32		\$197,196.48	\$216,916.12	\$29,908.02		\$227,104.50	\$246,824.14
Fee (10% on Labor)	\$11,079.43	\$8,301.77	\$101.31	\$107.51	\$129.63		\$19,719.65				\$19,719.65	\$0.00
OTHER DIRECT COSTS							\$11,956.00	\$11,956.00	\$11,172.75		\$23,128.75	\$23,128.75
TOTAL COST	\$121,873.74	\$91,319.45	\$1,114.38	\$1,182.61	\$1,425.95		\$228,872.12	\$228,872.12	\$41,080.77		\$269,952.89	\$269,952.89

- Notes and Assumptions:
- 1. Mark Thomas’ services start in May 2026 and are scheduled to end in October 2026, not including weather days.
 - 2. Construction begins in June 2026 and is scheduled to end in August 2026 (50 WDs), not including weather days.
 - 3. Staff performing inspection services are subject to prevailing wage rates including second shift, over time, and double time (when applicable).
 - 4. Assumes contractor working 5 days/week, 8 hours/day (no night or weekend work).
 - 5. Proposed fee / profit is 10%.
 - 6. ODCs for field staff (\$14/hr) include vehicles, vehicle operations, vehicle maintenance, computers, cell phones, field equipment, and safety equipment.

MT Fee (Cost Estimate Rates)

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.

Note: Mark-ups are Not Allowed

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Mark Thomas & Company, Inc.

Project No. CM Sutter Bike Path Gap Ck Contract No. _____ Date 4/1/2026

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual or Average Hourly Rate	Total
Construction Manager	Nick Graves*	\$90 - \$110	430.0	\$ 104.69	\$ 45,014.55
Inspector - CM	Aaron Clubb**	\$55 - \$90	424.0	\$ 79.55	\$ 33,729.20
Inspector - CM OT	Aaron Clubb**	\$85 - \$130	0.0	\$ 113.65	\$ -
Principal		\$185 - \$215	0.0	\$ 196.00	\$ -
Sr. Engineering Manager		\$120 - \$160	0.0	\$ 138.00	\$ -
Engineering Manager		\$115 - \$135	0.0	\$ 123.00	\$ -
Design Manager		\$115 - \$135	0.0	\$ 123.00	\$ -
Sr. Project Manager		\$85 - \$115	0.0	\$ 102.00	\$ -
Sr. Technical Lead		\$85 - \$100	0.0	\$ 93.00	\$ -
Project Manager		\$70 - \$95	0.0	\$ 81.00	\$ -
Technical Lead		\$70 - \$95	0.0	\$ 77.00	\$ -
Sr. Project Engineer		\$60 - \$85	0.0	\$ 70.00	\$ -
Sr. Technical Engineer		\$65 - \$80	0.0	\$ 68.00	\$ -
Project Engineer		\$50 - \$65	0.0	\$ 58.00	\$ -
Civil Engineering Designer		\$50 - \$70	0.0	\$ 62.00	\$ -
Design Engineer II		\$40 - \$60	0.0	\$ 47.00	\$ -
Design Engineer I		\$35 - \$45	0.0	\$ 39.00	\$ -
CADD Manager		\$75 - \$90	0.0	\$ 80.00	\$ -
Sr. Technician		\$50 - \$65	0.0	\$ 59.00	\$ -
Technician		\$30 - \$40	0.0	\$ 38.00	\$ -
Intern		\$15 - \$30	0.0	\$ 23.00	\$ -
LAUD Division Manager		\$95 - \$110	0.0	\$ 100.00	\$ -
Sr. LAUD Project Manager		\$85 - \$105	0.0	\$ 93.00	\$ -
LAUD Project Manager		\$65 - \$80	0.0	\$ 72.00	\$ -
Sr. Landscape Architect		\$55 - \$70	0.0	\$ 62.00	\$ -
Landscape Architect		\$45 - \$60	0.0	\$ 50.00	\$ -
Landscape Designer II		\$35 - \$50	0.0	\$ 40.00	\$ -
Landscape Designer I		\$25 - \$35	0.0	\$ 30.00	\$ -
Landscape Intern		\$20 - \$30	0.0	\$ 25.00	\$ -
Survey Division Manager		\$100 - \$140	0.0	\$ 125.00	\$ -
Survey Manager II		\$85 - \$110	0.0	\$ 91.00	\$ -
Survey Manager I		\$75 - \$95	0.0	\$ 78.00	\$ -
Project Surveyor III		\$70 - \$85	0.0	\$ 74.00	\$ -
Project Surveyor II		\$60 - \$80	0.0	\$ 74.00	\$ -
Project Surveyor I		\$55 - \$75	0.0	\$ 61.00	\$ -
Asst Surveyor III		\$50 - \$65	0.0	\$ 57.00	\$ -
Asst Surveyor II		\$40 - \$60	0.0	\$ 47.00	\$ -
Asst Surveyor I		\$40 - \$55	0.0	\$ 43.00	\$ -
Survey Specialist III		\$45 - \$85	0.0	\$ 69.00	\$ -
Survey Specialist II		\$40 - \$70	0.0	\$ 56.00	\$ -
Survey Specialist I		\$40 - \$55	0.0	\$ 46.00	\$ -
Lead Survey Technician		\$45 - \$55	0.0	\$ 47.00	\$ -
Survey Technician III		\$40 - \$60	0.0	\$ 48.00	\$ -
Survey Technician II		\$35 - \$50	0.0	\$ 41.00	\$ -
Survey Technician I		\$20 - \$35	0.0	\$ 26.00	\$ -
SUE Program Manager		\$85 - \$105	0.0	\$ 92.00	\$ -
Utility Locator (North)		\$60 - \$75	0.0	\$ 65.00	\$ -

Utility Locator (South)		\$75 - \$95	0.0	\$ 83.00	\$ -
Chief of Party (OE3)		\$60 - \$75	0.0	\$ 62.00	\$ -
Instrumentperson (OE3)		\$50 - \$65	0.0	\$ 57.00	\$ -
Chainperson (OE3)		\$50 - \$65	0.0	\$ 53.00	\$ -
Apprentice (OE3)		\$30 - \$45	0.0	\$ 40.00	\$ -
2-Person Crew (OE3)		\$125 - \$150	0.0	\$ 132.00	\$ -
3-Person Crew (OE3)		\$175 - \$210	0.0	\$ 188.00	\$ -
Chief of Party (OE12)		\$65 - \$80	0.0	\$ 69.00	\$ -
Instrumentperson (OE12)		\$55 - \$70	0.0	\$ 62.00	\$ -
Chainperson (OE12)		\$55 - \$70	0.0	\$ 60.00	\$ -
Apprentice (OE12)		\$35 - \$50	0.0	\$ 45.00	\$ -
2-Person Crew (OE12)		\$130 - \$155	0.0	\$ 139.00	\$ -
3-Person Crew (OE12)		\$185 - \$220	0.0	\$ 198.00	\$ -
Safety Manager		\$75 - \$90	0.0	\$ 82.00	\$ -
Division Manager - CM		\$145 - \$170	0.0	\$ 154.00	\$ -
Area Manager - CM		\$105 - \$125	0.0	\$ 110.00	\$ -
Construction Manager		\$90 - \$110	0.0	\$ 100.00	\$ -
Sr. Resident Engineer		\$110 - \$130	0.0	\$ 117.00	\$ -
Resident Engineer		\$90 - \$115	0.0	\$ 101.00	\$ -
Asst. Resident Engineer		\$60 - \$75	0.0	\$ 66.00	\$ -
Sr. Inspector - CM		\$65 - \$100	0.0	\$ 87.00	\$ -
Inspector - CM		\$75 - \$130	0.0	\$ 118.00	\$ -
Inspector - CM		\$55 - \$90	0.0	\$ 85.00	\$ -
Office Engineer		\$45 - \$70	0.0	\$ 55.00	\$ -
Division Manager - PL		\$90 - \$120	0.0	\$ 97.00	\$ -
Sr. Project Manager - PL		\$80 - \$110	0.0	\$ 98.00	\$ -
Project Manager - PL		\$55 - \$70	0.0	\$ 60.00	\$ -
Sr. Planner		\$50 - \$65	0.0	\$ 54.00	\$ -
Planner II		\$40 - \$50	0.0	\$ 43.00	\$ -
Planner I		\$30 - \$40	0.0	\$ 32.00	\$ -
Economist		\$35 - \$45	0.0	\$ 41.00	\$ -
Funding Manager		\$105 - \$135	0.0	\$ 117.00	\$ -
Sr. Funding Specialist		\$75 - \$90	0.0	\$ 80.00	\$ -
Funding Specialist		\$40 - \$70	0.0	\$ 58.00	\$ -
Project Accountant Manager		\$70 - \$95	0.0	\$ 76.00	\$ -
Project Delivery Manager		\$65 - \$85	0.0	\$ 74.00	\$ -
Sr. Project Accountant		\$50 - \$70	0.0	\$ 58.00	\$ -
Project Accountant		\$35 - \$55	8.0	\$ 51.45	\$ 411.60
Sr. Project Coordinator		\$45 - \$65	8.0	\$ 54.60	\$ 436.80
Project Coordinator		\$35 - \$50	0.0	\$ 45.00	\$ -
Sr. Project Assistant		\$40 - \$50	0.0	\$ 45.00	\$ -
Project Assistant		\$30 - \$40	0.0	\$ 33.00	\$ -
Sr. Technical Writer		\$35 - \$55	0.0	\$ 45.00	\$ -
Technical Writer		\$35 - \$45	0.0	\$ 40.00	\$ -
Sr. Graphic Manager		\$60 - \$70	0.0	\$ 68.00	\$ -
Sr. Graphic Designer		\$45 - \$60	0.0	\$ 49.00	\$ -
Graphic Designer		\$35 - \$45	12.0	\$ 43.89	\$ 526.68
Survey Coordinator		\$35 - \$45	0.0	\$ 38.00	\$ -
District Manager-Engineer		\$125 - \$150	0.0	\$ 137.00	\$ -
Deputy District Manager		\$110 - \$135	0.0	\$ 121.00	\$ -
Operations Manager		\$85 - \$105	0.0	\$ 93.00	\$ -
Sr. Sanitary Project Engineer		\$75 - \$90	0.0	\$ 87.00	\$ -
Sanitary Project Engineer		\$70 - \$85	0.0	\$ 74.00	\$ -
Associate Sanitary Engineer		\$60 - \$85	0.0	\$ 66.00	\$ -
Assistant Sanitary Engineer		\$55 - \$75	0.0	\$ 63.00	\$ -
Lead Inspector		\$50 - \$70	0.0	\$ 57.00	\$ -
Sr. Inspector		\$45 - \$60	0.0	\$ 55.00	\$ -
Inspector		\$35 - \$50	0.0	\$ 40.00	\$ -
Inspector - Apprentice		\$30 - \$40	0.0	\$ 34.00	\$ -

Expert Witness		\$315 - \$365	0.0	\$ 331.00	\$ -
Strategic Consulting		\$315 - \$365	0.0	\$ 331.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 80,118.83

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 80,118.83

INDIRECT COSTS

d) Fringe Benefits (Rate: 100.37%)

e) Total Fringe Benefits [(c) x (d)] \$ 80,415.27

f) Overhead (Rate: 45.76%)

g) Overhead [(c) x (f)] \$ 36,662.38

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 117,077.65

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00 % \$ 19,719.65

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	
Mileage	0	miles	\$0.725	\$ -
Mileage - Survey	0	miles	\$0.725	\$ -
CM Truck & Equipment	854	HR	\$14.00	\$ 11,956.00
Copies	0	EA	\$0.05	\$ -
Reproductions - full size	0	sheets	\$1.00	\$ -
Reproductions - half size	0	sheets	\$0.35	\$ -
Structure/Quantity Calculations	0	sheets	\$0.05	\$ -
Misc. Costs	0	LS	\$500.00	\$ -
Overnight Mail/Mail	0	EA	\$15.00	\$ -
Potholing	0	EA	\$5,000.00	\$ -
Misc. Surveys (Maps, PTR's, etc.)	0	LS	\$1,000.00	\$ -
Safety Plan	0	LS	\$1,000.00	\$ -
Traffic Control	0	LS	\$3,000.00	\$ -
Per Diem	0	Day	\$260.00	\$ -
Civil Grid	0	0	\$0.00	\$ -
Survey Equipment	0	HR	\$30.00	\$ -
Aerial Mapping	0	0	\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ 11,956.00

m) SUBCONSULTANTS' COSTS (add additional pages if necessary)

Subconsultant 1: Blackburn \$ 41,080.77

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 41,080.77

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] \$ 53,036.77

TOTAL COST [(c) + (j) + (k) + (n)] \$ 269,952.89

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.
- Anticipated salary increases calculation (page 2) must accompany.

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 Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	2 Year Contract Duration
\$78,862.08	/	882.0	=	\$89.41	Year 1 Avg Hourly Rates

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

	Average Hourly Rate		Escalation			
Year 1	\$89.41	+	0.00%	=	\$89.41	Year 2 Avg Hourly Rate
Year 2	\$89.41	+	0.00%	=	\$89.41	Year 3 Avg Hourly Rate
Year 3	\$89.41	+	0.00%	=	\$89.41	Year 4 Avg Hourly Rate
Year 4	\$89.41	+	0.00%	=	\$89.41	Year 5 Avg Hourly Rate
Year 5	\$89.41	+	0.00%	=	\$89.41	Year 6 Avg Hourly Rate
Year 6	\$89.41	+	0.00%	=	\$89.41	Year 7 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total hours per Cost Proposal		Total Hours per Year	
Year 1	100%	x	882.0	=	882.0	Estimated Hours Year 1
Year 2	0%	x	882.0	=	0.0	Estimated Hours Year 2
Year 3	0%	x	882.0	=	0.0	Estimated Hours Year 3
Year 4	0%	x	882.0	=	0.0	Estimated Hours Year 4
Year 5	0%	x	882.0	=	0.0	Estimated Hours Year 5
Year 6	0%	x	882.0	=	0.0	Estimated Hours Year 6
Total	100%		Total		882.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$89.41	x	882.0	=	\$78,862.08	Estimated Cost Year 1
Year 2	\$89.41	x	0.0	=	\$0.00	Estimated Cost Year 2
Year 3	\$89.41	x	0.0	=	\$0.00	Estimated Cost Year 3
Year 4	\$89.41	x	0.0	=	\$0.00	Estimated Cost Year 4
Year 5	\$89.41	x	0.0	=	\$0.00	Estimated Cost Year 5
Year 6	\$89.41	x	0.0	=	\$0.00	Estimated Cost Year 6
Total Direct Labor Cost with Escalation					\$78,862.08	
Direct Labor Subtotal before Escalation					\$78,862.08	
Estimated total of Direct Labor Salary Increase					\$0.00	Transfer to Page 1

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.
4. Calculations for anticipated salary escalation must be provided.

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: Matt Brogan

Title*: Principal, Executive Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 04/01/2026

Email: mbrogan@markthomas.com

Phone Number: 916-605-6761

Address: 516 Gibson Drive, Suite 230, Roseville, CA 95678

*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:

Construction Management & Inspection Services

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Materials Testing Services

Consultant: **Blackburn Consulting**

Sutter Bike Path Gap Closure Project

Project No. **5187.x**Contract No. **ATPSB1L-5163(036)**Date **4/6/2026**

DIRECT LABOR

Home ICR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Staff		\$ 100.50	\$ -
Sr. Project Manager	Staff	3	\$ 68.17	\$ 204.51
Project Manager	Staff		\$ 66.11	\$ -
Sr. Engineer / Geologist	Staff		\$ 53.41	\$ -
Project Engineer	Staff		\$ 42.29	\$ -
Drafter/CAD	Staff		\$ 34.85	\$ -
Assistant	Staff		\$ 22.04	\$ -
				\$ -

LABOR COSTS

3.00

a) Subtotal Direct Labor Costs

\$ 204.51

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 204.51

INDIRECT COSTS

d) Fringe Benefits (Rate: 62.44%)

e) Total Fringe Benefits [(c) x (d)] \$ 127.70

f) Overhead & G&A (Rate: 156.86%)

g) Overhead [(c) x (f)] \$ 320.79

h) General & Admin (Rate:)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 448.49

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 65.30

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage @ IRS rate		Mile	\$ 0.725	\$ -
		Each		\$ -
		Each		\$ -
		Day		\$ -

I) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$ -

Subconsultant 2: \$ -

Subconsultant 3: \$ -

Subconsultant 4: \$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 718.30

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.
- Anticipated salary increases calculation (page 2) must accompany.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Blackburn Consulting

Project No. 5187.x Contract No. _____

Date 4/6/2026

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 204.51	3	=	\$ 68.17	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	\$ 68.17	+	3.6%	=	\$ 70.62	Year 2 Avg Hourly Rate
Year 2	\$ 70.62	+	3.6%	=	\$ 73.17	Year 3 Avg Hourly Rate
Year 3	\$ 73.17	+	3.6%	=	\$ 75.80	Year 4 Avg Hourly Rate
Year 4	\$ 75.80	+	3.6%	=	\$ 78.53	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	3.0	=	3.0	Estimated Hours Year 1
Year 2	0.00%	*	3.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	3.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	3.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	3.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 68.17	*	3	=	\$ 204.51	Estimated Hours Year 1
Year 2	\$ 70.62	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 73.17	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 75.80	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 78.53	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 204.51	
Direct Labor Subtotal before Escalation				=	\$ 204.51	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

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.
4. Calculations for anticipated salary escalation must be provided.

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Materials Testing Services

Consultant: **Blackburn Consulting**

Sutter Bike Path Gap Closure Project

Project No. **5187.x**Contract No. **ATPSB1L-5163(036)**Date **4/6/2026**

DIRECT LABOR

Field ICR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Staff	0.00	\$ 100.50	\$ -
Sr. Project Manager	Staff	0.00	\$ 68.17	\$ -
Constructon Manager	Staff	6	\$ 81.30	\$ 487.80
GRP3 PW Technician	Staff	140	\$ 73.95	\$ 10,353.00
GRP 3 PW-OT Technician	Staff	0	\$ 107.66	\$ -
				\$ -

LABOR COSTS

146.00

a) Subtotal Direct Labor Costs

\$ 10,840.80

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 10,840.80

INDIRECT COSTS

d) Fringe Benefits (Rate: 54.73%)

e) Total Fringe Benefits [(c) x (d)] \$ 5,933.17

f) Overhead & G&A (Rate: 90.05%)

g) Overhead [(c) x (f)] \$ 9,762.14

h) General & Admin (Rate:)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 15,695.31

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:

10%

\$ 2,653.61

I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage @ IRS rate	1550.00	Mile	\$ 0.725	\$ 1,123.75
Nuclear Density Testing	102.00	Each	\$ 25.00	\$ 2,550.00
Concrete Cylinders	12.00	Each	\$ 54.00	\$ 648.00
In-House Lab Analysis	1.00	Each	\$ 6,851.00	\$ 6,851.00

I) TOTAL OTHER DIRECT COSTS \$ 11,172.75

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$ -

Subconsultant 2: \$ -

Subconsultant 3: \$ -

Subconsultant 4: \$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I) + (m)] \$ 11,172.75

TOTAL COST [(c) + (j) + (k) + (n)] \$ 40,362.47

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.
- Anticipated salary increases calculation (page 2) must accompany.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Blackburn Consulting

Project No. 5187.x Contract No. _____

Date 4/6/2026

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 10,840.80	146	=	\$ 74.25	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	\$ 74.25	+	3.6%	=	\$ 76.93	Year 2 Avg Hourly Rate
Year 2	\$ 76.93	+	3.6%	=	\$ 79.69	Year 3 Avg Hourly Rate
Year 3	\$ 79.69	+	3.6%	=	\$ 82.56	Year 4 Avg Hourly Rate
Year 4	\$ 82.56	+	3.6%	=	\$ 85.54	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	146.0	=	146.0	Estimated Hours Year 1
Year 2	0.00%	*	146.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	146.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	146.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	146.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	146.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 74.25	*	146	=	\$ 10,840.80	Estimated Hours Year 1
Year 2	\$ 76.93	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 79.69	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 82.56	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 85.54	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 10,840.80	
Direct Labor Subtotal before Escalation				=	\$ 10,840.80	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

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.
4. Calculations for anticipated salary escalation must be provided.

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:

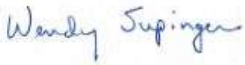
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger Title *: Principal

Signature:  Date of Certification: 4/6/2026

Email: wendys@blackburnconsulting.com Phone number: 530-887-1494

Address: Blackburn Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* 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:

Constructability and Construction Management Services for the Parkway Boulevard Grade Separation Project

Exhibit 2
Agreement for Professional Services
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.

- 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.

ATTACHMENT 2

INDEX OF SHEETS

SHEET NO.	TITLE
2-3	TYPICAL SECTIONS
4	KEY MAP
5	SURVEY CONTROL
6-15	PLAN & PROFILE
16-22	CONSTRUCTION DETAILS
23-27	CONTOUR GRADING
28-30	DRAINAGE PLAN
31-32	DRAINAGE PROFILE
33	DRAINAGE DETAILS
34	DRAINAGE QUANTITIES
35-41	UTILITY PLAN
42	CONSTRUCTION AREA SIGNS
43-45	TRAFFIC HANDLING
46-52	SIGN & PAVEMENT DELINEATION PLAN
53	SIGN QUANTITIES
54	SUMMARY OF QUANTITIES
55-58	IRRIGATION DETAILS
59	PLANTING PLAN
60-61	ELECTRICAL PLANS

STANDARD ABBREVIATIONS

AB	AGGREGATE BASE
AP	ANGLE POINT
BC	BEGIN HORIZONTAL CURVE
BEG	BEGIN
BVC	BEGIN VERTICAL CURVE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
DG	DECOMPOSED GRANITE
DI	DRAINAGE INLET
DSB	DIDAR S. BAINS
EC	END HORIZONTAL CURVE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
FG	FINISHED GRADE
FL	FLOW LINE
GB	GRADE BREAK
GTR	GUTTER
HMA	HOT MIX ASPHALT
LT	LEFT
NO	NUMBER
OG	ORIGINAL GROUND
PCC	POINT OF COMPOUND CURVE
PG	PROFILE GRADE
PIP	PROTECT IN PLACE
POT	POINT ON TANGENT
PRC	POINT OF REVERSE CURVE
PUE	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
RT	RIGHT
RSP	ROCK SLOPE PROTECTION
R/W	RIGHT OF WAY
SHLDR	SHOULDER
STA	STATION
TBW	TOP BACK OF WALK
TG	TOP OF GRADE
TOC	TOP OF CURB
VAR	VARIABLE; VARIES
VPI	VERTICAL POINT OF INTERSECTION

DEPARTMENT OF PUBLIC WORKS
CITY OF YUBA CITY

PROJECT PLANS FOR CONSTRUCTION OF
IMPROVEMENTS
IN SUTTER COUNTY AND THE CITY OF YUBA CITY FOR
SUTTER BIKE PATH GAP CLOSURE PROJECT

To be supplemented by California Department of Transportation Standard Plans
and Specifications dated 2023 and City of Yuba City Standard Details dated 2009.

FEDERAL PROJECT No: ATPSB1L-5163(036)

REVISION	DATE	DESCRIPTION AND SHEET NO.	APPROVED BY	DATE

REGISTERED PROFESSIONAL ENGINEER
ERIC C. BARAJAS
No. 64332
Exp. 06/30/26
CIVIL
STATE OF CALIFORNIA

PLAN SCALE: AS SHOWN
PROFILE SCALE: _____
HORIZ: _____
VERT: _____

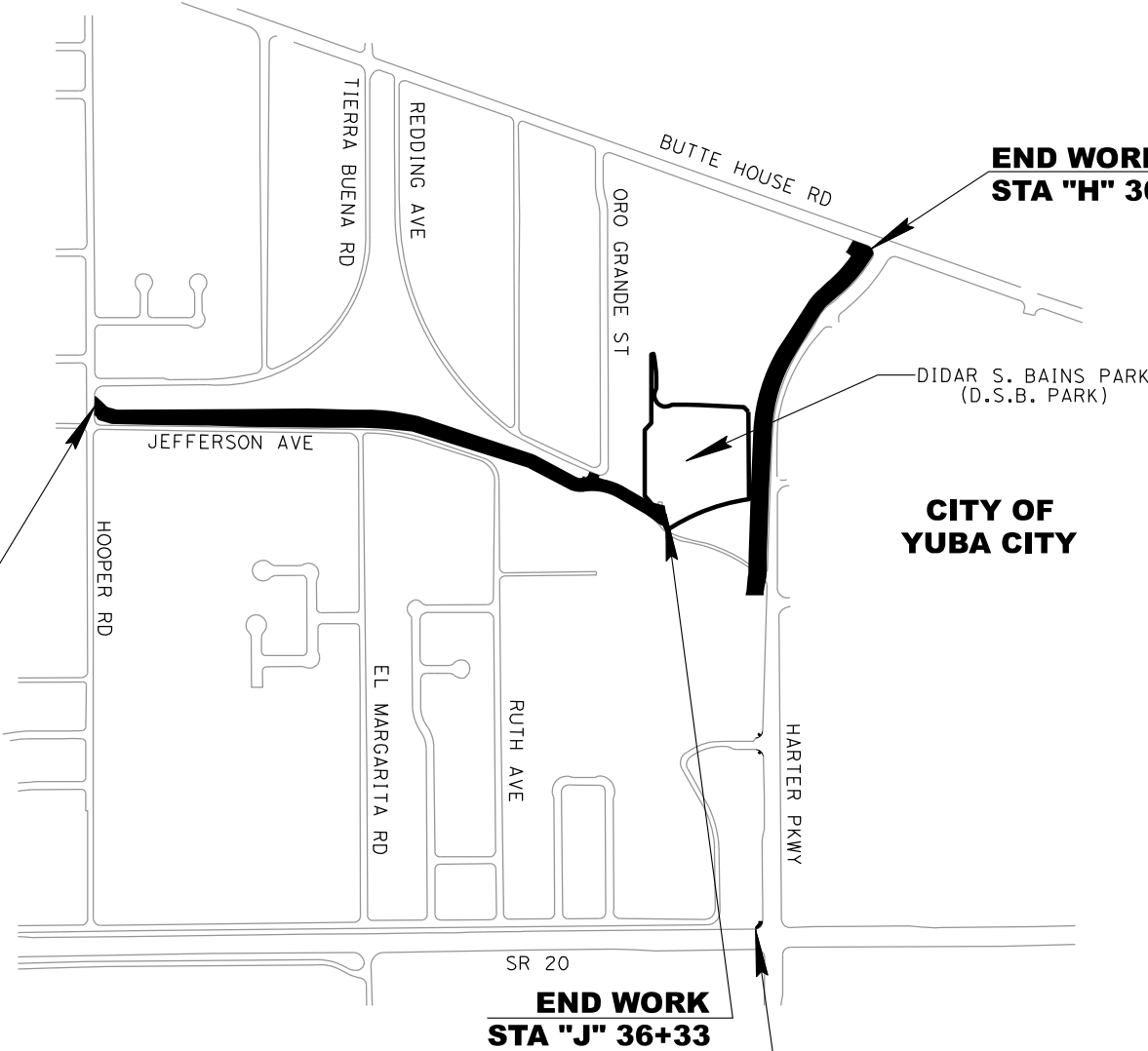
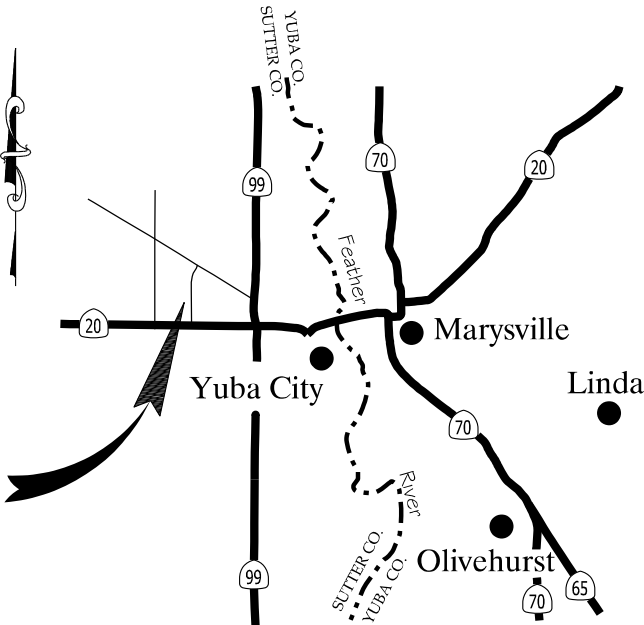
DESIGNED: J. BARAJAS	DRAWN: J. BARAJAS
CHECKED: E. ESPINOZA	RECORD: _____
DATE: _____	DRAWING: _____
CONTRACT NO: 19-01	

DEDOKKEN ENGINEERING 1100 BLUE SPRUCE ROAD #200 FOLSOM, CA 95630 TEL: 916.438.8845	19-01
	19-01

CITY OF YUBA CITY

SUTTER BIKE PATH GAP CLOSURE
TITLE SHEET

SHEET NO. 1 OF 61



PROJECT LOCATION
(SEE LOCATION MAP)

END WORK
STA "H" 36+00

CITY OF YUBA CITY

Approved By:

BENJAMIN MOODY, PE
PUBLIC WORKS & DEVELOPMENT SERVICES
DIRECTOR
CITY OF YUBA CITY
RCE 72383 EXP. 06/30/26

Date

BEGIN WORK
STA "J" 05+30

END WORK
STA "J" 36+33

BEGIN WORK
STA "H" 00+00

LOCATION MAP
No Scale

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

ALL DIMENSIONS SHOWN IN FEET
UNLESS OTHERWISE NOTED

CONTRACT No. 19-01

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: SACOG System Preservation Program (Grant Application)
Recommendation: Adopt a Resolution authorizing the Public Works Director to submit grant applications to SACOG requesting funding under the 2026 System Preservation Program
Fiscal Impact: Up to \$15,000 for ongoing consultant work, plus minimal staff time to prepare the applications, with potential grant funding of over \$2 million

Purpose:

Comply with program requirements necessary to secure grant funding for improving City transportation infrastructure.

Strategic Focus Area:

This project addresses the City's Strategic Focus Areas of improving the City's infrastructure in a fiscally responsible manner, specifically by seeking grant funding to improve the conditions of City streets.

Background:

The Sacramento Area Council of Governments' (SACOG's) 2026 Federal Funding Cycle is now open to local agencies in the six-county SACOG region, which includes Yuba City. This cycle SACOG has announced the following three programs will be included:

- System Preservation Program
- System Performance Program
- Next Generation Solutions & Clean Air Program

The first program to be released is the System Preservation Program, which invests in maintaining and resurfacing major roadways that keep people and goods moving. Priority is given to corridors that serve transit, freight, key community destinations, equity-priority areas, and emergency or evacuation routes. The other two programs will be rolled out later this summer with applications due in September. A total of 3 applications can be submitted for each jurisdiction for each program.

SACOG has established a competitive process with performance-based funding targets for each County to ensure resources are distributed in line with regional priorities and measurable outcomes. SACOG estimates that approximately \$203 million in funding will be available across the three programs with a total of \$7 to \$10 million being allocated to jurisdictions in Sutter County (i.e., shared amongst Sutter County, Live Oak, and Yuba City).

The project evaluation and selection process will utilize the Project Performance Assessment Tool developed by SACOG to generate data about project benefits that can be compared to other projects. SACOG will review all projects for eligibility and consistency with 2025 Blueprint goals prior to projects being reviewed by a six-county committee consisting of technical experts from SACOG, local transportation departments, and other transportation professionals. Projects will be prioritized across all six counties by the review committee using the criteria established by the SACOG Board of Directors at the beginning of the federal funding cycle. SACOG staff will review recommendations and ensure all projects are scored using regional performance criteria. Ultimately, the SACOG Board will approve the final grant awards.

Analysis:

Public Works staff have reviewed SACOG's System Preservation Program requirements, participated in a pre-application coordination meeting with SACOG staff, and evaluated the City's Pavement Management System ratings for applicable streets to develop a priority list of streets for the System Preservation Program. Staff recommend the following projects in order of priority:

1. Live Oak Boulevard, Sutter Street, Market Street, and Queens Avenue Preservation Project
 - o Description: Pavement rehabilitation using a cape seal and replacement of pavement markings in accordance with current standards on Live Oak Boulevard from Pease Road to State Route 20 and on the Sutter-Market-Queens Corridor between Live Oak Boulevard and State Route 20.
2. Stabler Lane and Queens Avenue Preservation Project
 - o Description: Pavement rehabilitation using a cape seal and replacement of pavement markings in accordance with current standards on Stabler Lane from Queens Avenue to State Route 20 and on Queens Avenue from Stabler Lane to State Route 99.
3. Tharp Road Preservation Project
 - o Description: Pavement rehabilitation using a cape seal and replacement of pavement markings in accordance with current standards from State Route 20 to Bridge Street.

SACOG requires an adopted Resolution as part of the funding applications. SACOG also requires that the resolution commit the applicant to deliver the projects on time, ensure accountability, and assert that the projects align with funding goals and timelines. The attached resolution consists of SACOG's grant application template and follows SACOG requirements.

Fiscal Impact:

Public Works has contracted with Peterson Consulting Advantage to assist with preparation of the grant applications, for a cost not to exceed \$15,000. Minimal staff time is also required to complete the applications. The grant amount and local cost share for each application are as follows:

Project	Total Cost	Grant Amount	Local Share
Live Oak, Sutter, Market and Queens	\$1,766,000	\$1,562,000	\$204,000
Stabler and Queens	\$800,000	\$708,000	\$92,000
Tharp	\$575,000	\$515,000	\$60,000
Total	\$3,141,000	\$2,785,000	\$356,000

There is a minimum 11.47% local cost share required, which would be funded by gas tax revenues.

Public Works staff are currently evaluating the remaining two SACOG grant programs that will be released this summer and will bring authority to submit any applications under those programs to Council at a later date.

Alternatives:

Do not authorize the Public Works Director to submit grant applications for these projects and forego applying this funding round.

Recommendation:

Adopt a Resolution authorizing the Public Works Director to submit grant applications to SACOG requesting funding under the 2026 System Preservation Program

Attachments:

1. Resolution - SACOG System Preservation Authorization

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING APPLICATIONS FOR GRANT FUNDING FROM THE SACRAMENTO AREA
COUNCIL OF GOVERNMENTS (SACOG) 2026 FEDERAL FUNDING PROGRAMS AND
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SUBMIT CITY OF YUBA CITY SACOG
2026 FEDERAL FUNDING PROGRAM APPLICATION PRIORITIES, EXECUTE ALL GRANT
DOCUMENTS, AND TIMELY PROJECT DELIVERY REQUIREMENTS**

WHEREAS, the Sacramento Area Council of Governments (SACOG) has announced three 2026 Federal Funding Cycle Programs (Funding Programs), which are open to sponsoring agencies within the six-county SACOG region: System Preservation Program, System Performance Program, and Next Generation Solutions & Clean Air Program; and

WHEREAS, the System Preservation Program invests in maintaining and resurfacing major roadways that keep people and goods moving; and

WHEREAS, eligible projects for Funding Programs must be listed in the 2025 Blueprint or fit within 2025 Blueprint lump-sum project categories, including, but not limited to, road maintenance and reconstruction, transit vehicle replacements, operational improvements, Intelligent Transportation Systems, and bicycle and pedestrian investments; and

WHEREAS, SACOG limits Funding Programs grant applications to no more than three applications per sponsoring agency for any one of the three different Funding Programs to SACOG, up to a maximum of nine total applications per sponsoring agency; and

WHEREAS, City of Yuba City (City) staff have reviewed SACOG's System Preservation Program requirements, participated in a pre-application coordination meeting with SACOG staff, and evaluated the City's Pavement Management System ratings for applicable streets to determine the ideal priority list of streets to submit applications for; and

WHEREAS, applicants shall affirm their commitment to delivering projects in accordance with the requirements of Surface Transportation Block Grant (STBG) Program and Congestion Mitigation & Air Quality (CMAQ) Improvement Program, as applicable; and

WHEREAS, grant proposals for construction work shall obligate Funding Program dollars for construction activities no later than the end of federal fiscal year 2028-29; and

WHEREAS, SACOG will not provide additional federal or state funding in the event that cost overruns are identified; and

WHEREAS, project sponsors shall commit to providing local matching dollars, typically 11.47% of the total project cost; and

WHEREAS, SACOG requires that if awarded federal funds by the SACOG Board, City staff responsible for project delivery must attend quarterly project delivery meetings with SACOG staff to receive assistance until project closeout.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City Council authorizes the Public Works Director or designee to execute all documents necessary to committing the City to federal, state and regional funding and project delivery requirements, including, but not limited to, abiding by Funding Program guidelines.
3. The City Council acknowledges that in the event of receiving an award by the SACOG Board of Funding Program dollars, that City will be required to abide by multiple timely use of funding requirements described in Funding Program guidelines and SACOG's Regional Delivery Policies, including, but not limited to, obligating federal funding no later than the end of federal fiscal year 2028-2029 for construction activities, committing to securing required local match dollars, acknowledging that SACOG does not cover cost overruns, and committing staff to attend delivery meetings until project closeout.
4. The City Council hereby authorizes the Public Works Director or designee to submit the following applications for the 2026 Six-County Federal Funding Cycle System Preservation Program (in order of priority):
 - a. Title: Live Oak Boulevard, Sutter Street, Market Street, and Queens Avenue Preservation Project
Description: Pavement rehabilitation using a cape seal and replacement of pavement markings in accordance with current standards on Live Oak Boulevard from Pease Road to State Route 20 and on the Sutter-Market-Queens Corridor between Live Oak Boulevard and State Route 20.
 - b. Title: Stabler Lane and Queens Avenue Preservation Project
Description: Pavement rehabilitation using a cape seal and replacement of pavement markings in accordance with current standards on Stabler Lane from Queens Avenue to State Route 20 and on Queens Avenue from Stabler Lane to State Route 99.
 - c. Title: Sharp Road Preservation Project
Description: Pavement rehabilitation using a cape seal and replacement of pavement markings in accordance with current standards from State Route 20 to Bridge Street.
5. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th Day of May, 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: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk

Summary

Subject: Amended/Restated Regional Housing Authority JPA - Adding Lake County
Recommendation: Authorize the Mayor to sign the Amended/Restated Regional Housing Authority Joint Powers Agreement to include Lake County
Fiscal Impact: None

Purpose:

Consider the Regional Housing Authority's request to add Lake County to the Joint Exercise of Powers Agreement between Sutter, Nevada, Yuba, Colusa Counties, and the Cities of Live Oak, Yuba City and Colusa.

Council's Strategic Goal:

This request improves the overall quality of life of residents in our region by expanding opportunities for housing to new areas.

Background:

The Regional Housing Authority (RHA) provides rental assistance through the Housing Choice Voucher program for clients in several jurisdictions as per the Amended and Restated Joint Exercise of Powers Agreement approved in July 2016. Lake County Housing Authority has expressed a desire to consolidate its management and operations of its entire Housing Choice Voucher, Emergency Housing Vouchers (EHV) and Veterans Affairs Supportive Housing (VASH) assistance programs with a larger entity to create an area housing authority.

Analysis:

At the April 16, 2025, meeting of the Regional Housing Authority (RHA) Board of Commissioners it was approved to consolidate with Lake County to administer their Housing Choice Voucher (Section 8), EHV and VASH assistance programs and its associated Annual Contributions Contract. As per the U.S. Department of Housing and Urban Development (HUD), approval from the respective jurisdictions is required before the consolidation with Lake County can be finalized.

The Regional Housing Authority requested the City of Yuba City City Council approve the attached

Amended and Restated Joint Exercise of Powers Agreement between Sutter, Nevada, Yuba, Colusa and Lake Counties, and the Cities of Live Oak, Yuba City and Colusa, for the purpose of creating a Regional Housing Authority.

As requested, on October 25, 2025, the Yuba City City Council approved the Amended/Restated Regional Housing Authority JPA - Adding Lake County. However, since that time, other jurisdictions have requested changes to the agreement (Attachment 1).

The Regional Housing Authority is requesting the City of Yuba City City Council approve the new revised Amended and Restated Joint Exercise of Powers Agreement (attached) between Sutter, Nevada, Yuba, Colusa and Lake Counties, and the Cities of Live Oak, Yuba City and Colusa, for the purpose of creating a Regional Housing Authority.

Fiscal Impact:

None

Alternatives:

Do not sign the Amended Restated JPA, excluding Lake County

Recommendation:

Authorize the Mayor to sign the Amended/Restated Regional Housing Authority Joint Powers Agreement to include Lake County.

Attachments:

1. Amended Restated JPA of HA admitting Lake Co Final
2. Letter to Approve Amended JPA - City of Yuba City

Prepared By:

Ciara Wakefield
City Clerk

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN SUTTER, NEVADA, YUBA, ~~AND~~ COLUSA ~~AND LAKE~~ COUNTIES,
AND THE CITIES OF LIVE OAK, YUBA CITY AND COLUSA, FOR THE PURPOSE
OF CREATING A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into ~~this effective July 1, 6th day of July, 2026~~16, by and between the counties of Sutter, Nevada, Yuba, ~~and~~ Colusa ~~and Lake~~ (collectively "Counties") and the cities of Yuba City, Live Oak and Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes ~~and repeals~~ the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011 ("Original Agreement") and the Amended and Restated Agreement ("Agreement") approved as of July 6, 2016.

WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the "JPA Law") authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2025, the County of Lake declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respective efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the County of Lake~~counties of Yuba or Colusa and/or City of Colusa~~, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties ("Authority") was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority was amended in 2016 to add the counties of Yuba and Colusa, and the City of Colusa as Member Agencies. The Authority is hereby further amended to add the County of Lake ~~counties of Yuba and Colusa, and the City of~~

Colusa as a Member Agency~~ies~~ and, is hereby renamed as the Regional Housing Authority, serving the communities of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.

2. Purpose. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:
 - (a) Address regional and area wide housing problems;
 - (b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
 - (c) Prevent unnecessary duplication of effort on behalf of Members;
 - (d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.
3. Powers. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any of its respective Member Agencies and designates Sutter County as such.
4. Governing Board. The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following ~~directors~~Commissioners:
 - (a) Member Representatives. Two (2) persons appointed by the governing bodies of each Member Agency.
 - (b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
 - (c) Vacancies. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
 - (d) Notification of Appointments. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
 - ~~(e)~~ Member Representative Terms. Member Representatives shall be appointed to four (4) year terms; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
 - ~~(f)~~(e) New Member Representatives. New Members Agencies shall designate one of their initial Member Representatives to serve for an initial term of three (3) years and one to serve for an initial term of four (4) years. All successor appointees to the Board shall be appointed for four (4) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

~~(g)~~(f) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

~~(h)~~(g) Removal of Commissioners. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.

~~(i)~~(h) Quorums; Majority Vote Required. ~~Three-fifths (3/5ths)~~A simple majority of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.

~~(j)~~(i) Chair; Vice Chair. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.

~~(k)~~(j) Attendance. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.

~~(l)~~(k) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.

5. Duties of Governing Board. The Board shall have the following duties and powers:

- (a) To act as the policy making body of the Authority;
- (b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;

- (c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;
 - (d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;
 - (e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;
 - (f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.
 - (g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;
 - (h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.
 - (i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.
 - (j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.
6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.
7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.
8. Custody of funds; reporting. As per Section 6505.6 of the California Government Code, the Regional Housing Authority appoints the Executive Director, the Chief Financial Officer or his/her designee(s), with oversight by the Board of Commissioners, to manage be the depository of agency funds and maintainhave custody of such agency fundsall the money of the agency. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives.

Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.

9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.
10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.
11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.
12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.
13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.
14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the

Authority upon termination. Any Member who withdraws from the Authority prior to termination of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.
16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies and designates Sutter County as such.
17. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.
19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after

execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:

CITY OF LIVE OAK

By:
Title:

COUNTY OF SUTTER

By:
Title:

COUNTY OF NEVADA

By:
Title:

COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA

By:
Title:

COUNTY OF LAKE

By:
Title:

ATTACHMENT 2



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

October 2, 2025

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

RE: Consolidation with Lake County

The Regional Housing Authority (RHA) provides rental assistance through the Housing Choice Voucher program for clients in several jurisdictions as per the Amended and Restated Joint Exercise of Powers Agreement approved in July 2016. Lake County Housing Authority has expressed a desire to consolidate its management and operations of its entire Housing Choice Voucher, Emergency Housing Vouchers (EHV) and Veterans Affairs Supportive Housing (VASH) assistance programs with a larger entity to create an area housing authority.

At the April 16, 2025, meeting of the Regional Housing Authority (RHA) Board of Commissioners it was approved to consolidate with Lake County to administer their Housing Choice Voucher (Section 8), EHV and VASH assistance programs and its associated Annual Contributions Contract. As per the U.S. Department of Housing and Urban Development (HUD), approval from the respective jurisdictions is required before the consolidation with Lake County can be finalized.

The Regional Housing Authority requests the City of Yuba City City Council approve the attached Amended and Restated Joint Exercise of Powers Agreement between Sutter, Nevada, Yuba, Colusa and Lake Counties, and the Cities of Live Oak, Yuba City and Colusa, for the purpose of creating a Regional Housing Authority.

Sincerely,



Gustavo Becerra
Executive Director

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Approve Changes for Field Service Technician

Recommendation:

Adopt a Resolution taking the following actions effective May 16, 2026:

- A. Approve a title change for Field Service Technician to Property and Evidence Technician
- B. Approve an amendment to the Salary Schedule to add Senior Property and Evidence Technician with a salary range of \$5,013 to \$6,093 monthly
- C. Reallocate 1.0 vacant and funded Community Service Officer authorized position in Budget Unit 2140-Field Operations to 1.0 Senior Property and Evidence Technician in Budget Unit 2130-Investigation
- D. Reclassify incumbent Field Service Technician to Senior Property and Evidence Technician
- E. Authorize Human Resources to conduct a recruitment to fill the Property and Evidence Technician vacancy

Fiscal Impact: There is no additional cost resulting from these recommended actions

Purpose:

To provide adequate staffing to ensure the safeguarding and preservation of evidence and property in compliance with applicable laws, codes, and regulations.

Strategic Focus Area:

This item addresses the Strategic Focus Area of Safe Communities. Collecting and processing evidence at crime scenes using proper chain of custody procedures, as well as properly securing, safeguarding, and preserving all incoming property and evidence to the Police Department is essential

to the successful prosecution of crime.

Background:

Currently the Police Department has one full-time Field Service Technician who is solely responsible for the safeguarding and preservation of all property and evidence in the custody of the Police Department. Until approximately a year ago, the department had used a volunteer to assist with the high volume of work. This fiscal year, the department hired a retired annuitant as an extra help employee to assist with the workload. In addition to an independent audit conducted by the department in 2020 that found the Property and Evidence function of the department was understaffed and recommended the Evidence Room be staffed by two full-time employees, the department completed construction on its new evidence building in 2025 which substantially increased the square footage for long-term inventory storage.

Each year, the requirements placed on local law enforcement by the state continue to increase. In 2021, a new National Incident Based Reporting System (NIBRS) was implemented by the State of California. This requires law enforcement agencies to report data on crimes, including evidence, to the FBI for a comprehensive analysis of crime data (nationwide) that can be used for research and policy analysis. This new requirement increased the staff time it takes to input and process evidence correctly.

Analysis:

The Police Department is requesting to change the title of the existing Field Service Technician to Property and Evidence Technician to more accurately describe the duties of the position, and to use the title more commonly used in other law enforcement agencies to perform these functions. The Department is also requesting to convert an existing funded and vacant Community Service Officer position to a new Senior Property and Evidence Technician position to add the necessary staffing resources to the department's property and evidence functions. The new Senior Property and Evidence Technician will be an advanced journey level position that will provide lead worker oversight and direction to the Property and Evidence Technician. In addition, both classes will be able to assist with collecting and preserving evidence in the field, which is also a common essential function performed by Evidence Technicians in other law enforcement agencies.

Staff recommends the incumbent Field Service Technician be reclassified to Senior Property and Evidence Technician to appropriately classify her for the duties she is already performing. Staff further recommends that Human Resources be authorized to conduct a recruitment to fill the resulting Property and Evidence Technician vacancy to appropriately staff the Evidence Room of the Police Department.

Fiscal Impact:

There is no fiscal impact resulting from these recommended actions. The full year cost of the vacant Community Service Officer position for salary and benefits is \$103,255. The full year cost of the new Senior Property and Evidence Technician is estimated to be \$102,362. Sufficient funds have been included in the recommended budget for FY2026/27.

Recommendation:

Adopt a Resolution taking the following actions effective May 16, 2026:

- A. Approve a title change for Field Service Technician to Property and Evidence Technician.
- B. Approve an amendment to the Salary Schedule to add Senior Property and Evidence Technician with a salary range of \$5,013 to \$6,093 monthly.
- C. Reallocate 1.0 vacant and funded Community Service Officer authorized position in Budget Unit 2140-Field Operations to 1.0 Senior Property and Evidence Technician in Budget Unit 2130-Investigation.
- D. Reclassify incumbent Field Service Technician to Senior Property and Evidence Technician.
- E. Authorize Human Resources to conduct a recruitment to fill the Property and Evidence Technician vacancy.

Attachments:

- 1. Resolution
- 2. Exhibit A

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 AN AMENDMENT TO THE SALARY SCHEDULE TO RETITLE FIELD
SERVICES TECHNICIAN TO PROPERTY AND EVIDENCE TECHNICIAN AND ADD
SENIOR PROPERTY AND EVIDENCE TECHNICIAN; REALLOCATING A VACANT
COMMUNITY SERVICE OFFICER POSITION TO SENIOR PROPERTY AND
EVIDENCE TECHNICIAN; RECLASSIFYING THE INCUMBENT PROPERTY AND
EVIDENCE TECHNICIAN TO SENIOR PROPERTY AND EVIDENCE TECHNICIAN;
AND AUTHORIZING HUMAN RESOURCES TO CONDUCT A RECRUITMENT TO
FILL THE PROPERTY AND EVIDENCE TECHNICIAN VACANCY**

WHEREAS, the Police Department has a critical need to provide adequate staffing to ensure the safeguarding and preservation of evidence and property in compliance with applicable laws, codes, and regulations; and

WHEREAS, the Department currently has one full-time Field Service Technician who is solely responsible for the safeguarding and preservation of all property and evidence in the custody of the Police Department; and

WHEREAS, the Department has had to rely on volunteers and extra help staffing for several years in order to meet the ongoing and increasing workload requirements of the unit; and

WHEREAS, the Police Department is requesting to change the title of the existing Field Service Technician to Property and Evidence Technician to more accurately describe the duties of the position, and to adopt the title more commonly used to perform these functions in other law enforcement agencies; and

WHEREAS, the Department is also requesting to convert an existing vacant and funded Community Service Officer position to a new Senior Property and Evidence Technician position to add the necessary staffing resources to the department's property and evidence functions.

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

SECTION I.

Approve an amendment to the City's salary schedule as set forth in Exhibit A to change the title of the Field Service Technician to Property and Evidence Technician and add Senior Property and Evidence Technician.

SECTION II.

Amend the Authorized Positions to reallocate 1.0 FTE Community Service Officer in Budget Unit 2140-Field Operations to 1.0 FTE Senior Property and Evidence Technician in Budget Unit 2130-Investigation.

SECTION III.

Reclassify the incumbent Field Service Technician to Senior Property and Evidence Technician to appropriately classify her for the duties she is already performing.

SECTION IV.

Authorize the Human Resources Director to conduct a recruitment to fill the resulting Property and Evidence Technician vacancy to appropriately staff the Evidence Room of the Police Department.

The changes set forth herein shall be effective May 16, 2026. The Director of Human Resources is hereby authorized to implement the provisions of this Resolution.

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 19th day of May 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 Amendment (Effective May 16, 2026)

EXHIBIT A

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE MAY 16, 2026

Police Officers Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS						
			1	2	3	4	5	6	
2040	COMMUNITY POLICING COORDINATOR	PD	4,558 26.30	4,786 27.61	5,025 28.99	5,276 30.44	5,539 31.96	Monthly Hourly	
2130	COMMUNITY SERVICE OFFICER	PD	4,497 25.94	4,722 27.24	4,958 28.60	5,206 30.03	5,467 31.54	Monthly Hourly	
2125	COMMUNITY SERVICE OFFICER - LEAD	PD	5,076 29.28	5,330 30.75	5,596 32.28	5,876 33.90	6,170 35.59	Monthly Hourly	
2050	CRIME ANALYST	PD	6,086 35.11	6,390 36.87	6,710 38.71	7,045 40.64	7,397 42.68	Monthly Hourly	
2005	EXECUTIVE ASSISTANT TO THE POLICE CHIEF	PD	5,383 31.06	5,652 32.61	5,935 34.24	6,232 35.95	6,544 37.75	Monthly Hourly	
2200	POLICE OFFICER	PD	6,022 34.74	6,323 36.48	6,639 38.30	6,971 40.22	7,320 42.23	7,686 44.34	Monthly Hourly
2120	POLICE RECORDS SPECIALIST	PD	3,812 21.99	4,003 23.09	4,203 24.25	4,413 25.46	4,634 26.73	Monthly Hourly	
2160	POLICE RECORDS CLERK - LEAD	PD	4,228 24.39	4,439 25.61	4,661 26.89	4,894 28.23	5,139 29.65	Monthly Hourly	
2190	POLICE RECRUIT	PD	5,239 30.23	5,501 31.74	5,776 33.33	- -	- -	Monthly Hourly	
2150	PROPERTY AND EVIDENCE TECH	PD	4,558 26.30	4,786 27.61	5,025 28.99	5,276 30.44	5,539 31.96	Monthly Hourly	
2140	PUBLIC SAFETY DISPATCHER	PD	4,995 28.82	5,245 30.26	5,507 31.77	5,782 33.36	6,071 35.02	Monthly Hourly	
2151	SENIOR PROPERTY AND EVIDENCE TECH	PD	5,013 28.92	5,264 30.37	5,527 31.89	5,803 33.48	6,093 35.15	Monthly Hourly	
2180	SENIOR PUBLIC SAFETY DISPATCHER	PD	- -	- -	- -	6,354 36.66	6,671 38.49	Monthly Hourly	
2170	POLICE SERVICES ANALYST	PD	5,190 29.94	5,449 31.44	5,721 33.01	6,007 34.66	6,308 36.39	Monthly Hourly	

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE MAY 16, 2026

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

Police Officers Association

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9	
			SALARY STEPS									
2440	COMMUNITY POLICING COORDINATOR	PD	4,558 26.30	4,672 26.95	4,786 27.61	4,906 28.30	5,025 28.99	5,151 29.72	5,276 30.44	5,408 31.20	5,539 31.96	Monthly Hourly
2530	COMMUNITY SERVICE OFFICER	PD	4,497 25.94	4,610 26.60	4,722 27.24	4,840 27.92	4,958 28.60	5,082 29.32	5,206 30.03	5,336 30.78	5,467 31.54	Monthly Hourly
2525	COMMUNITY SERVICE OFFICER - LEAD	PD	5,076 29.28	5,203 30.02	5,330 30.75	5,463 31.52	5,596 32.28	5,736 33.09	5,876 33.90	6,023 34.75	6,170 35.59	Monthly Hourly
2450	CRIME ANALYST	PD	6,086 35.11	6,238 35.99	6,390 36.87	6,550 37.79	6,710 38.71	6,878 39.68	7,045 40.64	7,221 41.66	7,397 42.68	Monthly Hourly
2405	EXECUTIVE ASSISTANT TO THE POLICE CHIEF	PD	5,383 31.06	5,518 31.83	5,652 32.61	5,794 33.43	5,935 34.24	6,084 35.10	6,232 35.95	6,388 36.85	6,544 37.75	Monthly Hourly
2520	POLICE RECORDS SPECIALIST	PD	3,812 21.99	3,908 22.55	4,003 23.09	4,103 23.67	4,203 24.25	4,308 24.85	4,413 25.46	4,523 26.09	4,634 26.73	Monthly Hourly
2560	POLICE RECORDS CLERK - LEAD	PD	4,228 24.39	4,334 25.00	4,439 25.61	4,550 26.25	4,661 26.89	4,778 27.57	4,894 28.23	5,016 28.94	5,139 29.65	Monthly Hourly
2470	POLICE SERVICES ANALYST	PD	5,190 29.94	5,320 30.69	5,449 31.44	5,585 32.22	5,721 33.01	5,864 33.83	6,007 34.66	6,157 35.52	6,308 36.39	Monthly Hourly
2550	PROPERTY AND EVIDENCE TECHNICIAN	PD	4,558 26.30	4,672 26.95	4,786 27.61	4,906 28.30	5,025 28.99	5,151 29.72	5,276 30.44	5,408 31.20	5,539 31.96	Monthly Hourly
2551	SENIOR PROPERTY AND EVIDENCE TECHNICIAN	PD	5,013 28.92	5,139 29.65	5,264 30.37	5,396 31.13	5,527 31.89	5,665 32.68	5,803 33.48	5,948 34.32	6,093 35.15	Monthly Hourly

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 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 Agreement for IT Standby Pay

Recommendation:

Adopt a Resolution approving a side letter agreement with the First Level Managers to incorporate Standby Pay for the Information Technology Division into the Memorandum of Understanding

Fiscal Impact: The cost for Standby Pay is estimated to be approximately \$13,415 for FY2026/27. This amount will be paid for by existing amounts budgeted for salaries and benefits. Additional costs for calls for service will be paid for by amounts budgeted for overtime

Purpose:

To approve a side letter agreement with the Yuba City First Level Managers bargaining unit to incorporate Standby Pay for Information Technology Division staff.

Strategic Focus Area:

The recommendation directly supports the Strategic Focus Area of Workforce Excellence, specifically the priority of employee development and well being. This priority area asks Human Resources to assess employee needs related to work-life balance and mental health. The recommended side letter agreement will provide much needed assistance to the IT Manager who has been the sole provider of after hours, weekend and holiday IT support to the City's 24/7 departments.

Background:

Presently, normal operating hours for the Information Technology Division are Monday through Friday 8:00 a.m. to 5:00 p.m. After hours and weekend support for City departments that operate on a 24/7 schedule such as the Police Department, Fire Department and the Treatment Plants, has been provided by the Information Technology Manager. It is not sustainable, for both the City and the employee, to have a single employee on call evenings, weekends, and holidays for 365 days of the year.

Analysis:

The attached side letter agreement provides for Standby Pay for IT Division employees in the First Level Managers bargaining unit who are eligible for overtime. IT Division employees who are designated as exempt from overtime under the Fair Labor Standards Act are not eligible for Standby Pay which is consistent with how all other exempt employees in the City are treated.

The Standby Pay amount is set at \$2.45 per hour, which is the same amount as that received by all other First Level Managers who receive Standby Pay. Those class titles include Animal Services Supervisor, Water Distribution Supervisor, and Electrical Supervisor.

Fiscal Impact:

The total cost of Standby Pay is estimated to be \$13,415 per year. If an employee on standby is called for service and resolves the call remotely, they will be compensated for a minimum of 30 minutes at the overtime rate. If the employee on standby is required to respond to a physical address, they are compensated for a minimum of two hours at the overtime rate.

Alternatives:

Do not approve the recommended actions.

Recommendation:

Adopt a Resolution approving a side letter agreement with the First Level Managers to incorporate Standby Pay for the Information Technology Division into the Memorandum of Understanding.

Attachments:

1. Resolution
2. Side Letter - FLM IT Standby Pay

Prepared By:

Gina Rowland
Human Resources Director

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF YUBA CITY
APPROVING THE YUBA CITY FIRST LEVEL MANAGERS
SIDE LETTER TO PROVIDE STANDBY PAY FOR IT DIVISION EMPLOYEES**

WHEREAS, the normal operating hours for the Information Technology Division are Monday through Friday 8:00 a.m. to 5:00 p.m.; and

WHEREAS, the City recognizes that the Information Technology Division is required to provide support to City departments that operate on a 24/7 schedule including the Police Department, Fire Department and the Treatment Plants; and

WHEREAS, the information technology support to City departments operating on a 24/7 schedule is needed after hours, on weekends and on holidays; and

WHEREAS, in order to provide adequate coverage with qualified Information Technology staff, the Finance Department would like to assign non-exempt employees in the First Level Managers bargaining unit to work standby on a rotating schedule.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Yuba City does hereby approve the attached First Level Managers Side Letter to incorporate Standby Pay for the Information Technology Division commensurate with the standby pay provisions approved for other First Level Managers.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Yuba City does hereby authorize staff to make any necessary clarifying language changes in the above Side Letter as long as the changes do not modify the Side Letter's 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 19th day of May 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 First Level Managers
For the Period of July 1, 2023 to June 25, 2027

The City of Yuba City ("City") and the First Level Managers 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 add a new Section 1.7, Information Technology Division Standby Pay as follows:

1.7 Information Technology Division Standby Pay

- Employees are assigned standby for after-hours, weekends, and holidays for a seven-day period. Standby shall be compensated at \$2.45 per hour.
- A rotation standby list will be created and posted each month. Employees will be allowed to trade standby weeks with at least two (2) days advance notice of their scheduled standby assignments. Specific days during the stand-by week may be traded and can be accommodated if there is a standby eligible employee available to cover the day(s). The Information Technology Manager must approve any trading of standby assignments prior to switching between employees.
- If an employee on standby is called for service and they resolve the call remotely rather than responding to a physical address, they will be compensated for a minimum of thirty (30) minutes at time and one-half the employee's regular rate of pay or for the actual time worked, whichever is greater.
- If an employee on standby is called for service which requires them to respond to a physical address, they will be compensated for a minimum of two (2) hours at time and one-half of the employee's regular rate of pay or for the actual time worked, whichever is greater. When responding to a location, callback pay is from portal to portal when calculating the actual time worked.
- Employees assigned to standby must have completed their probationary period, and have been trained on user administration in Active Directory and Spillman CAD/RMS.

- Classifications designated as exempt from overtime under the Fair Labor Standards Act are not eligible for Standby Pay.
- When on standby, employees must refrain from the use of alcohol, medication or substances that may interfere with their ability to effectively respond to any call for service. Employees must be available by phone and, if needed, be physically able to respond within thirty (30) minutes.

All other provisions of the MOU between the City and First Level Managers shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Robert Bendorf, City Manager

Gina Rowland, Human Resources Director

Date: **05/12/2026** _____

FIRST LEVEL MANAGERS

David Palmer

[David Palmer \(May 12, 2026 10:16:16 PDT\)](#)

David Palmer

Rene Garcia

[Rene Garcia \(May 11, 2026 13:22:38 PDT\)](#)

Rene Garcia

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Approve Changes for Environmental Compliance Specialist

Recommendation:

Adopt a Resolution taking the following actions effective May 16, 2026:

- A. Approve an amendment to the Salary Schedule to add Environmental Compliance Specialist with a salary range of \$6,452 to \$7,843 monthly
- B. Authorize Human Resources to conduct a recruitment to underfill the vacant Environmental Compliance Coordinator position with the new Environmental Compliance Specialist class

Fiscal Impact: Approximately \$6,320 in salary savings to Budget Unit 8130, Environmental Compliance

Purpose:

To provide an internal career path for City employees seeking to promote within the Environmental Compliance division of the Utilities Department.

Strategic Focus Area:

This item addresses the Strategic Focus Areas of Fiscal Responsibility and Workforce Excellence. The mid-level position of Environmental Compliance Specialist allows the Utilities department to achieve salary savings by underfilling the Environmental Compliance Coordinator position, while providing a promotional career path for current City employees.

Background:

The Environmental Compliance Coordinator at the Utilities Department recently resigned, and the department has evaluated its needs as well as the anticipated applicant pool should it recruit to backfill the vacancy. The Environmental Compliance Coordinator position oversees and supervises the City's

Wastewater Pretreatment Program at a level of service that assures compliance with Federal and State mandates while facilitating the protection of water quality. Upon further review, the department has determined that a non-supervisory Environmental Compliance Specialist position would best meet the needs of the department.

Analysis:

The new class of Environmental Compliance Specialist creates a career ladder between the existing Environmental Compliance Inspector position and the supervisory Environmental Compliance Coordinator position.

The Inspector's current primary role is to conduct onsite inspections at the City's 250 food service establishments (restaurants, coffee shops, nursing homes, etc.). The Inspector doesn't participate in enforcement activities, other than providing the manager of the food service establishment with verbal notice of the deficiencies identified during the inspection. The Inspector collects a sample once a week from Sunsweet and Valley Fine Foods that is used for billing. The Inspector learns and implements the City's sewer use ordinance regulations for the Fats, Oils, and Grease (FOG) program.

The new Environmental Compliance Specialist class will be responsible for administering the Pretreatment Program, which is a state-mandated program for the Wastewater Treatment Facility. Duties include performing site inspections of the industrial users, collecting samples from industrial users, reviewing discharge applications, writing industrial user discharge permits, conducting enforcements, recommending updates to the sewer chapter of the City's Municipal Code, communicating with state regulators, writing and submitting the pretreatment annual report for NPDES compliance, and representing the City during the Pretreatment Compliance audit/inspections.

Staff requests that the City Council authorize Human Resources to conduct a recruitment to underfill the existing vacant Environmental Compliance Coordinator position with an Environmental Compliance Specialist.

Fiscal Impact:

There is no additional cost resulting from this recommended action. The salary savings are estimated to be \$6,320 in FY2026/27.

Alternatives:

Do not approve the recommended actions.

Recommendation:

Adopt a Resolution taking the following actions effective May 16, 2026:

- A. Approve an amendment to the Salary Schedule to add Environmental Compliance Specialist with a salary range of \$6,452 to \$7,843 monthly.
- B. Authorize Human Resources to conduct a recruitment to underfill the vacant Environmental Compliance Coordinator position with the new Environmental Compliance Specialist class.

Attachments:

1. Resolution
2. Exhibit A

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 AN AMENDMENT TO THE SALARY SCHEDULE TO ADD
ENVIRONMENTAL COMPLIANCE SPECIALIST, AND AUTHORIZING HUMAN
RESOURCES TO CONDUCT A RECRUITMENT TO UNDERFILL THE VACANT
ENVIRONMENTAL COMPLIANCE COORDINATOR WITH THE NEW
ENVIRONMENTAL COMPLIANCE SPECIALIST CLASS**

WHEREAS, upon the recent resignation of the Environmental Compliance Coordinator at the Utilities Department, the department evaluated its needs and determined that a new non-supervisory Environmental Compliance Specialist position would best meet the needs of the department; and

WHEREAS, the non-supervisory Environmental Compliance Specialist position will allow the Utilities department to achieve salary savings while providing a promotional career path for current City employees.

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

SECTION I.

Approve an amendment to the City's salary schedule as set forth in Exhibit A for Environmental Compliance Specialist.

SECTION II.

Authorize the Human Resources Director to conduct a recruitment to underfill the existing vacant Environmental Compliance Coordinator position with an Environmental Compliance Specialist.

The changes set forth herein shall be effective May 16, 2026. The Director of Human Resources is hereby authorized to implement the provisions of this Resolution.

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 19th day of May 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 Amendment (Effective May 16, 2026)

EXHIBIT A

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE MAY 16, 2026

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

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	7,081 40.85	7,435 42.89	7,807 45.04	8,197 47.29	8,607 49.66		Monthly Hourly		
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,412 36.99	6,733 38.84	7,070 40.79	7,423 42.83	7,793 44.96		Monthly Hourly		
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,987 28.77	5,236 30.21	5,498 31.72	5,773 33.31	6,062 34.97		Monthly Hourly		
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,391 31.10	5,661 32.66	5,944 34.29	6,241 36.01	6,553 37.81		Monthly Hourly		
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,210 35.83	6,520 37.62	6,846 39.50	7,188 41.47	7,547 43.54		Monthly Hourly		
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770 33.29	6,058 34.95	6,361 36.70	6,679 38.53	7,013 40.46		Monthly Hourly		
	ENVIRONMENTAL COMPLIANCE SPECIALIST	PEU, Local 1	6,452 37.22	6,775 39.09	7,114 41.04	7,470 43.10	7,843 45.25		Monthly Hourly		
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491 20.14	3,666 21.15	3,849 22.21	4,041 23.31	4,243 24.48		Monthly Hourly		
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,841 22.16	4,033 23.27	4,235 24.43	4,447 25.66	4,668 26.93		Monthly Hourly		
4219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	5,143 29.67	5,400 31.15	5,670 32.71	5,953 34.34	6,250 36.06		Monthly Hourly		
4220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	5,656 32.63	5,939 34.26	6,236 35.98	6,548 37.78	6,875 39.67		Monthly Hourly		
4225	FLEET MAINTENANCE MECHANIC-SENIOR	PEU, Local 1	6,222 35.90	6,533 37.69	6,860 39.58	7,203 41.56	7,563 43.63		Monthly Hourly		
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448 31.43	5,720 33.00	6,006 34.65	6,306 36.38	6,622 38.20		Monthly Hourly		
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994 35.94	6,294 37.94	6,609 39.94	6,939 41.94	7,286 43.94		Monthly		

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE MAY 16, 2026

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

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9	
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,770	5,914	6,058	6,210	6,361	6,520	6,679	6,846	7,013	Monthly
			33.29	34.12	34.95	35.83	36.70	37.62	38.53	39.50	40.46	Hourly
	ENVIRONMENTAL COMPLIANCE SPECIALIST	PEU, Local 1	6,452	6,614	6,775	6,945	7,114	7,292	7,470	7,657	7,843	Monthly
			37.22	38.16	39.09	40.07	41.04	42.07	43.10	44.18	45.25	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,491	3,579	3,666	3,758	3,849	3,945	4,041	4,142	4,243	Monthly
			20.14	20.65	21.15	21.68	22.21	22.76	23.31	23.90	24.48	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,841	3,937	4,033	4,134	4,235	4,341	4,447	4,558	4,668	Monthly
			22.16	22.71	23.27	23.85	24.43	25.04	25.66	26.30	26.93	Hourly
5219	FLEET MAINTENANCE MECHANIC I	PEU, Local 1	5,143	5,272	5,400	5,535	5,670	5,812	5,953	6,102	6,250	Monthly
			29.67	30.42	31.15	31.93	32.71	33.53	34.34	35.20	36.06	Hourly
5220	FLEET MAINTENANCE MECHANIC II	PEU, Local 1	5,656	5,798	5,939	6,088	6,236	6,392	6,548	6,712	6,875	Monthly
			32.63	33.45	34.26	35.12	35.98	36.88	37.78	38.72	39.67	Hourly
5225	FLEET MAINTENANCE MECHANIC-SENIOR	PEU, Local 1	6,222	6,378	6,533	6,697	6,860	7,032	7,203	7,383	7,563	Monthly
			35.90	36.80	37.69	38.64	39.58	40.57	41.56	42.59	43.63	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,448	5,584	5,720	5,863	6,006	6,156	6,306	6,464	6,622	Monthly
			31.43	32.22	33.00	33.83	34.65	35.52	36.38	37.29	38.20	Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,994	6,144	6,294	6,452	6,609	6,774	6,939	7,111	7,286	Monthly
			34.58	35.45	36.31	37.22	38.13	39.08	40.03	41.03	42.03	Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,853	6,000	6,146	6,300	6,453	6,615	6,776	6,945	7,114	Monthly
			33.77	34.62	35.46	36.35	37.23	38.16	39.09	40.07	41.04	Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,437	6,598	6,759	6,928	7,097	7,275	7,452	7,638	7,825	Monthly
			37.14	38.07	38.99	39.97	40.94	41.97	42.99	44.07	45.14	Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	7,081	7,258	7,435	7,621	7,807	8,002	8,197	8,402	8,607	Monthly
			40.85	41.87	42.89	43.97	45.04	46.17	47.29	48.47	49.66	Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	3,614	3,705	3,795	3,890	3,985	4,085	4,184	4,290	4,393	Monthly
			20.85	21.38	21.89	22.44	22.99	23.57	24.14	24.75	25.35	Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	3,975	4,075	4,174	4,279	4,383	4,493	4,602	4,717	4,833	Monthly
			22.93	23.51	24.08	24.69	25.29	25.92	26.55	27.21	27.88	Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	5,567	5,706	5,845	5,991	6,137	6,291	6,444	6,606	6,768	Monthly
			32.12	32.92	33.72	34.56	35.41	36.29	37.18	38.11	39.04	Hourly
5581	LABORATORY ANALYST II	PEU, Local 1	6,124	6,277	6,430	6,591	6,751	6,920	7,089	7,266	7,444	Monthly

CITY OF YUBA CITY
STAFF REPORT

Date: May 19, 2026
To: Honorable Mayor & Members of the City Council;
From: Utilities Department
Presentation By: Phil Marler, Utilities Director

Summary

Subject: Utilities Proposition 218 Public Hearing and Ordinance Update

Recommendation: A. Conduct a Proposition 218 protest hearing

B. Tabulate the protests received for water and/or wastewater rates and adopt a Resolution declaring the results

C. If majority protests have not been received, take the following action: Introduce an Ordinance of the City Council of the City of Yuba City amending Chapter 5 (Wastewater Collection and Treatment) and Chapter 6 (Water System) of Title 6 of the Yuba City Municipal Code and waive the first reading

Fiscal Impact: If proposed Proposition 218 rates are approved, the water and wastewater revenue changes would adequately fund projected operations, maintenance, and capital improvement for the upcoming five (5) fiscal years

Purpose:

To complete the Proposition 218 process for the utilities service rates by conducting a protest hearing and tabulating the protest ballots, and subsequently update the utilities chapters of the Municipal Code.

Strategic Focus Area:

This item addresses Council's Strategic Focus Area of *Fiscal Responsibility* and *Infrastructure* by providing the necessary cost recovery to support the services, operations, maintenance, labor, and capital improvement of the City's water and wastewater systems.

Background:

The City's utilities service rates and fees are intended to fully recuperate costs to deliver water and wastewater services and the operations and infrastructure of their associated systems via self-funded enterprise funds. In order to develop and propose rate maximums for a five-year projection, local agencies are required to provide a documentary record as evidence of the fiscal requirements per California statute.

Black & Veatch Management Company, LLC of Los Angeles, CA, in coordination with City staff, prepared water and wastewater rate studies which evaluated the operational and infrastructural needs

of the utilities systems and the share of rates and fees by customer classes to fulfill this need for the Utilities 2026 Proposition 218 rate approval process. The results of these rate models were then evaluated by both staff and a third-party consultant to confirm accuracy and feasibility.

The conclusions of the utilities rate studies were adopted by Council on March 17, 2026. At that time, the City Council directed staff to initiate a Proposition 218 protest process as legally required to adjust rates for all water and wastewater customer classes to meet the projected revenue requirements necessary to fund the utilities system operational and infrastructural needs for the next five (5) fiscal years.

Analysis:

Proposition 218 Process

California Proposition 218, adopted in 1996, requires the City to provide a 45-day period for affected utilities property owners to submit written protests in the event of proposed changes to the mandatory water and wastewater service charges and hold a public hearing. The adopted guidelines for the Proposition 218 submission and tabulation of written protests were prepared by the City Attorney's office and are included as Attachment 3 for reference.

Per the Resolution adopted on March 17, the Proposition 218 protest hearing was scheduled for May 19, 2026 at 6:00 pm in the Council Chambers. Staff and the City's consultant prepared a Notice of Proposition 218 Protest Hearing to inform utilities property owners and customers about the findings and recommendations of the rate studies and the written protest process, which was mailed on April 3, 2026, to comply with the minimum 45 days prior to the hearing (Exhibit 1A). The Notice was also posted in Spanish and Punjabi on the City's website, along with the full water and wastewater rate studies and other informational materials. The Utilities Department also hosted a community meeting on April 23, 2026 and provided a dedicated phone hotline and email address to give customers multiple avenues to ask questions and provide feedback during the protest period.

In order to be counted, written protests may be mailed or delivered to the City Clerk or be submitted at the protest hearing. If more than 50% of the total affected property owners or customers protest in writing before the close of the public hearing for water and/or wastewater, the proposed rate changes for that utility will fail. Per the adopted guidelines, "[if] review of the protests received demonstrates that the number received is manifestly less than one-half of the parcels served by the City with respect to the fee which is the subject of the protest, then the City Clerk may advise the City Council of the absence of a majority protest without determining the validity of all protests."

In the event of no majority protest, staff prepared the appropriate changes to the water and/or wastewater Municipal Code for formal Ordinance introduction by the Council (Attachment 2). Staff would then return to Council on June 2, 2026 with the proposed rate schedules for approval via Resolution alongside the second reading of the Ordinance. The fee schedule recommended by the utilities rate studies and approved via the Proposition 218 process set a maximum limit on the amount that can be charged; the City Council retains the authority to adopt reduced rates as appropriate to match actual costs and revenues received.

Ordinance Update

The recommended water and wastewater Ordinance captures several changes necessary to accurately represent the service rates and current City structure and to meet regulatory requirements. These changes are summarized below:

Title 6 Chapter 5 – Wastewater Collection and Treatment

- Remove the Proposition 218 limits and service fee tables, as they are adopted and recorded via Resolution and the City's fee schedule
- Update responsibilities to add the recreated Utilities Director and reduce the responsibilities of the Public Works Director
- Update the industrial user service fee information to match the changes in calculation methodology
- Update the septage hauler fee information to match changes to rate determination

Title 6 Chapter 6 – Water System

- Remove the Proposition 218 limits and service fee tables, as they are adopted and recorded via Resolution and the City's fee schedule
- Update responsibilities to add the recreated Utilities Director and reduce the responsibilities of the Public Works Director
- Update backflow prevention requirements for landscape-only connections
- Add regulations for California AB 1572 compliance to prohibit commercial, industrial, and institutional nonfunctional turf irrigation

Fiscal Impact:

The water and wastewater revenue changes and maximum rate schedules approved via the Proposition 218 process would adequately fund projected operations, maintenance, and capital improvement for the next five (5) fiscal years. A successful Proposition 218 process provides Council with the ability to set appropriate rate schedules via Resolution to secure this funding. Staff intends to prepare a recommended rate schedule for Council approval at the June 2 Council meeting alongside the second reading of the Ordinance, with implementation scheduled for November 1, 2026.

Alternatives:

1. In the event that one of the utilities receives a majority protest, modify the Ordinance to only amend the Municipal Code for the successful utility.
2. Direct staff to not bring forward new rate schedules for adoption at this time and keep water and wastewater service rates at the current levels. For wastewater, this would prevent the City from meeting the State Revolving Fund loan approval timeline for construction of the mandated Outfall Diffuser Replacement Project.

Recommendation:

- A. Conduct a Proposition 218 protest hearing.
- B. Tabulate the protests received for water and/or wastewater rates and adopt a Resolution declaring the results.
- C. If majority protests have not been received, take the following action: Introduce an Ordinance of the City Council of the City of Yuba City amending Chapter 5 (Wastewater Collection and Treatment) and Chapter 6 (Water System) of Title 6 of the Yuba City Municipal Code and waive the first reading.

Attachments:

1. Attachment 1 Resolution Declaring Results of Utilities 2026 Proposition 218
2. Exhibit 1A - Proposition 218 Notice

3. Attachment 2 Ordinance - Utilities 2026 Rate Study Updates
4. Ordinance Exhibit A - CHAPTER_5.____WASTEWATER_COLLECTION_AND_TREATMENT
5. Ordinance Exhibit B - CHAPTER_6.____WATER_SYSTEM
6. Attachment 3 - Proposition 218 Guidelines

Prepared By:
Scarlett O. Harris
Utilities Administrative Manager

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DECLARING THE RESULTS OF THE PROPOSITION 218 PROTEST COUNT
FOR THE PROPOSED INCREASES IN WATER AND WASTEWATER, FOR
FISCAL YEARS 26/27 THROUGH 30/31, INCLUSIVE**

WHEREAS, the City of Yuba City collects water and wastewater utilities fees by billing its customers, which fees pay for the cost of water and wastewater services, including water supply and treatment, water distribution, wastewater collection, wastewater treatment and disposal, environmental compliance, water quality laboratory testing, and administrative and fiscal management; and

WHEREAS, pursuant to California Government Code 53756, an agency providing water or wastewater services may adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases for adjustments for inflation, if it complies with all of the following: (1) The agency adopts the schedule of fees or charges for a property-related service for a period not to exceed 5 years pursuant to California Government Code Section 53755; (2) The schedule of fees or charges may include a schedule of adjustments, including a clearly defined formula for adjusting for inflation, and any inflation adjustment to a fee or charge for a property-related service shall not exceed the cost of providing that service; and (3) Notice of any adjustment pursuant to the schedule shall be given pursuant to California Government Code Section 53755(a) (which may be provided in the regular billing statement for the fee), not less than 30 days before the effective date of the adjustment; and

WHEREAS, on March 17, 2026, the City Council adopted Resolution No. 26-035, declaring its intention to set a Public Hearing for May 19, 2026 to consider water and wastewater service rates for Fiscal Years 26/27 through 30/31, inclusive; and

WHEREAS, pursuant to Resolution No. 26-035, notices were mailed to the property owners and customers-of-record of each water and/or wastewater service connection, in accordance with the requirements of Proposition 218, the "Right to Vote on Taxes Act", Articles XIIC and XIID of the California Constitution, and California Government Code Section 53750 et seq.; and

WHEREAS, a public hearing to consider the proposed increased water and wastewater rates, and any protest to such rates, was held on May 19, 2026, before the Board of Directors of the District, which meeting and public hearing was held more than 45 days after the mailed notice of proposed increased service charges; and

WHEREAS, at the May 19, 2026 hearing, the City Clerk reported to the City Council that the City received a total of _____ written protests from record owners of parcels or tenants/ratepayers that will be subject to the proposed increased water and/or wastewater service charges and, as such, that written protests to such proposed charges have not been presented by a majority of the owners or tenants of the identified parcels in the City.

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

Section 1. The foregoing recitals are hereby found to be true and correct and incorporated herein by this reference.

Section 2. The City Council finds that the total number of valid protests timely received by the City do not constitute a majority of the parcels subject to the proposed increased charges for water or wastewater services.

Section 3. This Resolution shall be effective as of the date of its adoption.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of May 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNCIL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibits:

A. Notice of Proposition 218 Protest Hearing

EXHIBIT 1A

PROPOSED RATE ADJUSTMENTS TO COVER COSTS FOR WATER & WASTEWATER SERVICES

The City of Yuba City provides safe, reliable water and wastewater (sewer) services to approximately 20,000 customers.

This includes treating and delivering clean drinking water; collecting and treating wastewater; maintaining, repairing, and replacing pipes and facilities; and responding to water and sewer emergencies. Additionally, the City must comply with strict state and federal water-quality standards and permit requirements.

Periodically, the City adjusts water and wastewater rates to ensure rate revenues cover the cost of providing these services. Water and wastewater rates were last evaluated in 2016.



Today, **revenues fall short** of what’s needed to properly operate the utilities. This **increases risks** of deferred maintenance, system failures, service disruptions, and regulatory penalties.

To avoid these problems, the City is proposing a series of water and wastewater rate adjustments over the next five (5) years to cover the cost of providing safe and reliable services.

The City Council will hold a public hearing on the proposed rate adjustments at 6 p.m., Tuesday, May 19, 2026. In addition, property owners or customers of record may submit a written protest for proposed rate adjustments for water services, wastewater services, or both. Please review this notice for more details.

COMMUNITY INFO. MEETING
6:30 p.m., Thu., April 23
City of Yuba City Utilities
302 Burns Drive, Yuba City

PUBLIC HEARING
6 p.m., Tue., May 19
City of Yuba City, City Council Chambers
1201 Civic Center Boulevard, Yuba City

OUR RIVER-TO-TAP SYSTEM

The Feather River is Yuba City’s primary source for drinking-water supply. It’s also where the City discharges treated wastewater. A failure in the water or wastewater systems could be harmful to water quality and public health. To ensure safe and reliable services, it’s critical that water and wastewater rate revenues provide for:

- 1 Daily operations and maintenance
- 2 Equipment repairs and replacements
- 3 Larger capital improvement projects
- 4 Compliance with state and federal water-quality regulations
- 5 Emergency response to system issues

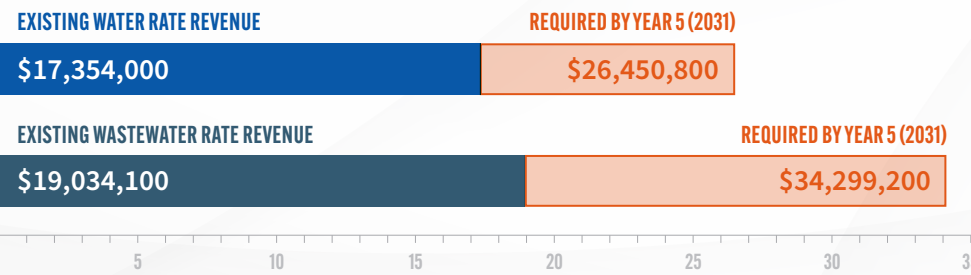


WATER SYSTEM	WASTEWATER SYSTEM
1 Water Treatment Plant (built in 1969) 280 miles of water distribution pipelines 6 water storage tanks 2 groundwater wells	1 Wastewater Treatment Facility (built in 1972) 176 miles of gravity mains 3.3 miles of forced mains 17 lift stations

RATE ADJUSTMENT PROCESS

Rate revenues must pay for operations and maintenance, debt for past and planned projects, and capital improvements. The utilities must also maintain reserve funds for unexpected costs, such as emergency repairs.

Water and wastewater rates have not been reviewed since 2016. Current revenues no longer cover the full cost of providing these services. Recently, an independent consultant evaluated the funding needed over the next five years to operate and maintain the water and wastewater systems. The study found that the water system will need about \$9 million more per year, and the wastewater system will need about \$15.2 million more per year to cover costs over the next five years.



Major cost increases include electricity, treatment materials, labor, and infrastructure upgrades. Planned projects include about \$39.4 million for water system improvements, such as pipeline replacements and water treatment plant upgrades, and about \$88.9 million for wastewater improvements, including a \$61.8 million state-mandated project to replace the outfall diffuser that discharges treated wastewater into the Feather River.

PROPOSED WATER RATES

Only for properties that receive water service

Each water customer pays a monthly fixed charge based on the size of their water meter, plus a commodity (consumption) charge for each hundred cubic feet (HCF) of metered water use beyond the base allotment. The following rate chart shows proposed rates for each meter size. If adopted, rate adjustments will occur on November 1 of each year (will appear on January bills).

	Current Rate	New Rates Implemented November 1 of Each Year				
		2027	2028	2029	2030	2031
Base Rate						
1" & less	\$42.59	\$50.67	\$57.76	\$60.65	\$63.68	\$65.59
1 - 1/2"	\$85.18	\$93.56	\$106.65	\$111.99	\$117.59	\$121.11
2"	\$170.39	\$179.34	\$204.45	\$214.67	\$225.41	\$232.17
3"	\$681.53	\$694.06	\$791.23	\$830.79	\$872.33	\$898.50
4"	\$1,363.08	\$1,380.34	\$1,573.59	\$1,652.27	\$1,734.89	\$1,786.93
6"	\$2,555.74	\$2,581.34	\$2,942.72	\$3,089.86	\$3,244.35	\$3,341.68
8"	\$5,963.42	\$6,012.76	\$6,854.54	\$7,197.27	\$7,557.14	\$7,783.85
Commodity Charges						
All (\$/HCF)	\$2.14	\$2.36	\$2.68	\$2.82	\$2.96	\$3.05

Most single-family homes have a 1" meter.

PROPOSED WASTEWATER RATES

Only for properties that receive wastewater service

Single Family and Multifamily residential customers only pay a fixed monthly charge. Commercial, Industrial and School customers pay fix charges, plus additional charges specific to their customer class. The following rate chart shows proposed rates for each customer class. If adopted, rate adjustments will occur on November 1 of each year (will appear on January bills).

	Current Rate	New Rates Implemented November 1 of Each Year				
		2027	2028	2029	2030	2031
Residential						
Single Family*	\$65.23	\$67.28	\$77.37	\$82.78	\$88.58	\$92.56
Multi-Family	\$52.20	\$53.82	\$61.89	\$66.23	\$70.86	\$74.05
Commercial						
Base Rate	\$65.23 - \$88.89	\$67.28	\$77.37	\$82.78	\$88.58	\$92.56
C1 (\$/HCF)	\$2.57	\$3.89	\$4.47	\$4.78	\$5.12	\$5.35
C2 (\$/HCF)	\$2.57	\$4.41	\$5.07	\$5.42	\$5.80	\$6.07
C3 (\$/HCF)	\$2.57	\$7.04	\$8.09	\$8.66	\$9.26	\$9.68
Schools						
(\$/ADA)	\$29.96	\$31.31	\$36.00	\$38.52	\$41.22	\$43.07
Industrial **						
Volume (\$/MG)	\$3,763.63	\$7,761.06	\$8,925.22	\$9,549.98	\$10,218.48	\$10,678.31
TSS (\$/lbs)	\$0.290	\$0.418	\$0.480	\$0.514	\$0.550	\$0.574
BOD (\$/lbs)	\$0.385	\$0.428	\$0.492	\$0.527	\$0.564	\$0.589

*Includes Stonegate customers
**Industrial service rates now include capital and debt cost share rather than as separate monthly charges



NOTICE OF PROPOSED
WATER AND WASTEWATER
RATE ADJUSTMENTS

Aviso en español
ਪੰਜਾਬੀ ਵਰਿ ਨੇਟੀਸ



INVESTING IN YUBA CITY'S
WATER AND WASTEWATER
INFRASTRUCTURE FOR SAFE,
RELIABLE SERVICE

PUBLIC HEARING &
WRITTEN PROTEST

The City Council has scheduled a public hearing on the proposed rate adjustments at **6 p.m., Tuesday, May 19, 2026**, at Yuba City Hall, 1201 Civic Center Boulevard, Yuba City.

Property owners or customer of record may submit written protests to the proposed rates prior to the close of the public hearing. **Only one (1) water rate and one (1) wastewater rate protest will be counted per parcel.** If more than 50% of property owners and customers of record submit protests, the rates cannot be adopted.

A written protest must:

- ✓ Indicate opposition to the proposed water or sewer rates, or both
- ✓ Include the address or parcel number of the parcel for which the protest is submitted
- ✓ Include the name of the person submitting the protest, and whether that person is the owner or renter
- ✓ Be dated and signed with an original signature (no copies)

Protests may be mailed or delivered to:

City of Yuba City-City Clerk
Proposed Utility Rate Increase Protest
1201 Civic Center Boulevard
Yuba City, CA 95993

Protests must be received by the City Clerk at this address prior to the public hearing on May 19. Protests may also be submitted to the City Clerk at the public hearing prior to the close of public input. Emailed or faxed protests cannot be accepted.

FOR MORE INFORMATION:

(530) 870-4619 | rateinfo@yubacity.net
www.yubacity.net/departments/utilities/

COMMUNITY INFORMATION MEETING

6:30 p.m., Thursday, April 23

City of Yuba City Utilities
302 Burns Drive, Yuba City

PUBLIC HEARING

6 p.m., Tuesday, May 19

City of Yuba City, City Council Chambers
1201 Civic Center Boulevard, Yuba City

ATTACHMENT 2

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AMENDING CHAPTER 5 (WASTEWATER COLLECTION AND TREATMENT) AND CHAPTER 6 (WATER SYSTEM) OF TITLE 6 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City Council of Yuba City ("City") is authorized by the California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council has adopted the Yuba City Municipal Code, which it periodically updates to protect the public health, safety, and welfare; and

WHEREAS, the City Council adopted water and wastewater rate studies and initiated a Proposition 218 protest process on April 17, 2026 in order to secure the necessary service rate revenue to fund critical operations, maintenance, debt service, and capital infrastructure improvements for the water and wastewater systems; and

WHEREAS, in accordance with Proposition 218, a protest public hearing took place on May 19, 2026, in which the City Clerk received and tabulated the protests and determined that there was not a majority protest of the proposed water and wastewater rate adjustments; and

WHEREAS, City Council desires to update and amend the Yuba City Municipal Code Title 6 Chapter 5 (Wastewater Collection and Treatment) and Chapter 6 (Water System) in order to capture the 2026 Proposition 218 rate maximums and user class changes, update the roles and responsibilities associated with the Utilities Director and Public Works Director, and meet new state water regulations in a fair manner that best addresses the public health, safety, and welfare.

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

Section 1.

The above recitals are all true and correct and are hereby adopted as findings.

Section 2.

The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines ("CEQA Guidelines"), and the environmental regulations of the City. The City Council finds and determines that the proposed ordinance is not a "project" for the purposes of CEQA and consistent with CEQA Guidelines Section 15378, as it promotes environmental conditions by providing improved processes and programs for the treatment and delivery of drinking water and the collection and treatment of wastewater, and will not result in direct or indirect substantial, adverse physical changes in the environment as compared to the current baseline. Additionally, the City Council finds and determines for the same reasons that even if the proposed ordinance were a project for the purposes of CEQA, there is no possibility that this project may have a significant adverse effect on the environment pursuant to CEQA Guidelines, Section 15061(b)(3). Therefore, the proposed ordinance is not subject to CEQA.

Section 3.

Chapter 5 (Wastewater Collection and Treatment) of Title 6 of the Yuba City Municipal Code hereby is amended to read in its entirety as set forth in Exhibit A.

Section 4.

Chapter 6 (Water System) of Title 6 of the Yuba City Municipal Code hereby is amended to read in its entirety as set forth in Exhibit B.

Section 5.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 6.

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 19th day of May, 2026, and passed and adopted at a regular meeting held on the 2nd day of June, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLC

EXHIBIT A

The City Council of the City of Yuba City does ordain as follows:

TITLE 6. – PUBLIC WORKS

CHAPTER 5. WASTEWATER COLLECTION AND TREATMENT¹

Article 1. General Provisions

Sec. 6-5.101. Purpose and policy.

The purpose of this chapter is to provide for the maximum possible beneficial public use of City facilities through the adequate regulation of sewer construction, sewer use, and industrial wastewater discharges; to provide for the equitable distribution of City costs; and to provide procedures for complying with the requirements placed upon the City by other regulatory agencies.

This chapter sets forth uniform requirements for dischargers to the publicly owned treatment works and enables the City to comply with the administrative provisions of the Clean Water Grant Regulations; water quality requirements of the Regional Water Quality Control Board and the applicable effluent limitations; State Water Resources Control Board's Sanitary Sewer Systems Waste Discharge Requirements (WDR) and Monitoring and Reporting Requirements for the Sanitary Sewer System in reference to the City's sewer system management plan (SSMP); national standards of performance, toxic, and pretreatment effluent standards; and all other applicable State and Federal laws, including the Clean Water Act (33 U.S.C. § 1251 et seq.) and the General Pretreatment Regulations (40 CFR 403). In the event that state and/or federal wastewater discharge or treatment regulations and/or standards exist or are subsequently adopted which are more stringent and/or restrictive than the requirements of this chapter, the more stringent and restrictive regulations shall apply. The primary objectives of this chapter include:

- (a) To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation;
- (b) To prevent illicit discharges (e.g., infiltration and inflow, chemical dumping, unauthorized debris, etc.) into the sanitary sewer system;
- (c) To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;
- (d) To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (e) To promote reuse and recycling of industrial wastewater and sludge from the publicly owned treatment works;
- (f) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the publicly owned treatment works;

¹Ord. No. 007-16, § 1, adopted June 21, 2016, repealed the former Ch. 5, §§ 6-5.101—6-5.1203, and § 2 of said ordinance enacted a new Ch. 5 as set out herein. The former Ch. 5 pertained to similar subject matter and derived from Ord. 004-11, § 3, effective Aug. 18, 2011.

- (g) To enable the City to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the publicly owned treatment works is subject;
- (h) To require that sanitary sewers and connections are properly designed, constructed, and maintained;
- (i) To ensure access in easements, rights-of-way, and any other areas where sanitary sewer system facilities are installed for maintenance, inspection, or repairs of the sanitary sewer system and any portions of the service laterals and satellite collection system;
- (j) To limit discharge of fats, oils, grease, and other debris that may cause blockages; and
- (k) To enforce any violations of this chapter.

This chapter shall apply to all users of the publicly owned treatment works. This chapter authorizes the issuance of wastewater discharge permits; provides for monitoring, inspections, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Revenues derived from the application of this chapter shall be used to defray the City's cost of operating and maintaining adequate wastewater collection and treatment systems and to provide sufficient funds for capital outlay, bond service cost, capital improvements, depreciation, and/or capital replacement.

Sec. 6-5.102. Scope.

This chapter shall be interpreted in accordance with the definitions set forth in Section 6-5.106. of this article.

The provisions of this chapter shall apply to the direct or indirect discharge of all liquid-carried wastes to the facilities of the City. This chapter, among other things, provides for the regulation of sewer construction in areas within the City, the quantity and quality of discharged wastes, the degree of waste pretreatment required, the setting of waste discharge fees to provide for the equitable distribution of costs, the approval of plans for sewer construction, the issuance of permits for industrial wastewater discharges and of other miscellaneous permits, and the establishment of penalties for violations of this chapter.

Sec. 6-5.103. Administration.

Except as otherwise provided in this chapter, the City Manager shall administer, implement, and enforce the provisions of this chapter by coordinating the actions of the ~~Public-WorksUtilities~~ Director, the Finance Director, ~~the Public Works Director~~, and any other necessary City department. The primary responsibility for the administration, implementation, and enforcement of the parts of this chapter which relate to billing, collecting, and accounting for the fees and charges established by this chapter is assigned to the Finance Director. The primary responsibility for the administration, implementation, and enforcement of the parts of this chapter related to the operations of the wastewater treatment facility, wastewater collection system, sewer system management plan, pretreatment program, and water treatment plant is assigned to the ~~Public-WorksUtilities~~ Director. The primary responsibility for the administration, implementation, and enforcement of the parts of this chapter which relate to professional engineering functions, private development, and improvement or construction of public infrastructure is assigned to the Public Works Director. The primary responsibility for the administration, implementation, and enforcement of all other parts of this chapter is assigned to the ~~Public-WorksUtilities~~ Director. Any powers granted to, or duties imposed upon, the City Manager, ~~Public-WorksUtilities~~ Director, ~~or~~ Finance Director, or Public Works Director may be delegated by them to persons acting in the beneficial interests of or in the employ of the City.

Sec. 6-5.104. Use of revenues.

The revenues derived under the provisions of this chapter shall be placed in a fund entitled "Wastewater Fund." The accounting of revenues shall be in accordance with the applicable state and/or federal laws and regulations, and revenues may be used for any purpose so authorized.

Sec. 6-5.105. Abbreviations.

The following abbreviations, when used in this chapter, shall have the designated meanings:

AHL	Allowable headworks loading
BMP	Best management practices
BOD	Biochemical oxygen demand
CFR	Code of Federal Regulations
CIU	Categorical industrial users
COD	Chemical oxygen demand
EPA	U.S. Environmental Protection Agency
ERP	Enforcement response plan
FOG	Fats, oils, and grease
FSE	Food service establishment
gpd	Gallons per day
GRD	Grease removal device(s)
IU	Industrial user
MAHL	Maximum allowable headworks loading
MAIL	Maximum allowable industrial loading
mg/l	Milligrams per liter
NAICS	North American Industrial Classification System
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly owned treatment works
RCRA	Resource Conservation and Recovery Act
SIC	Standard industrial classification
SIU	Significant industrial user
SNC	Significant Non-compliance
SSMP	Sewer System Management Plan
SSO	Sanitary sewer overflow
TBLDD	Technically based local limit development document
TRC	Technical review criteria
TSS	Total suspended solids
USC	United States Code

Sec. 6-5.106. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the Act. The term "Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

Administrative order. For the purposes of this chapter, an order issued by the City of Yuba City, City Attorney, or an Administrative Judge of the Superior Court of California, County of Sutter, compelling a user of the City's POTW to perform in some manner. Administrative orders are issued in response to a violation of this Code and State water or health and safety laws, with the legal jurisdiction dictating which legal official issues the order. The orders are generally issued in the form of show cause, compliance, or consent orders depending on the nature and circumstance of noncompliance.

Allowable headworks loading (AHL). The estimated maximum loading of a pollutant received at a POTW's headworks that should not cause the POTW to violate a particular treatment plant or environmental criterion. AHLs are developed to prevent interference or pass through.

Approval authority. The State of California, Regional Water Quality Control Board, Central Valley Region.

Authorized representative of the user.

- (a) If the user is a corporation:
 - (1) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - (2) The manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (b) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.
- (c) If the user is a Federal, State, or local governmental facility, a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (d) The individuals described in paragraph (a)(1) and paragraph (a)(2) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

Beneficial uses. Uses of the waters of the State which will be protected against quality degradation, including domestic, municipal, agricultural, and industrial supply, power generation, recreation, aesthetic enjoyment, navigation, the preservation and enhancement of fish, wildlife, and other aquatic resources or reserves, and other uses, both tangible or intangible, as specified by Federal or State law.

Best management practices (BMP). The term "best management practices" or "BMP" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the

prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMP also includes treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. In addition, BMP means activities, prohibitions, maintenance procedures, and other management practices to prevent or reduce the direct or indirect introduction of FOG into the public sewer.

Biochemical oxygen demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius, usually expressed as a concentration (e.g., mg/l).

Building sewer or lateral sewer. A sewer conveying the wastewaters of a discharger from a residence, building, or other structure to a community sewer, including direct connections to a community sewer where permitted by the City.

Categorical pretreatment standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) of the Act (33 U.S.C. § 1317) which applies to a specific category of users and which appear in 40 CFR 405—471.

Cesspool. A tank, box, or sump used for the receipt of crude sewage, containing no provision for the nitrification, clarification, or disposal of the sewage, or which discharges such sewage upon the open ground.

Chemical oxygen demand (COD). The measure of chemically decomposable materials in domestic or industrial wastewaters as represented by the oxygen utilized as determined by the appropriate procedure described in "standard methods."

Chlorine demand. The amount of chlorine required to produce a free chlorine residual of 0.1 mg/l after a contact time of 15 minutes as measured by the Idiometric Method on a sample at a temperature of 20 degrees Celsius in conformance with "standard methods."

City. The City of Yuba City public organization.

City Manager. The City Manager of the City of Yuba City.

Collecting sewer. Any City-owned sewer line discharging to another City-owned sewer line such as a trunk line.

Collection system. The portions of the public sewer/collecting sewer consisting of all pipes, sewers, and conveyance systems conveying wastewater to the POTW, excluding service lateral line connections which are not owned by the City.

Commercial building. Any structure, building, or enclosure designed primarily for commercial use other than residential or industrial.

Commercial user. Any user not defined as a residential or industrial user.

Community sewer system. The sewers owned and operated by the City. "Community sewer" shall mean that portion of the community sewer system which receives wastewaters from the service lateral of a discharger.

Compatible pollutant. The biochemical oxygen demand, suspended solids, and pH and fecal coliform bacteria, plus additional pollutants identified in the City's NPDES permit.

Connection. The joining of any structure, building, or facility to any sewer line entering the sewer system of the City for the purpose of discharging sanitary or industrial sewage or wastes.

Contamination. Any impairment of the quality of the waters of the State by wastes to a degree which creates a hazard to the public health through poisoning or the spread of disease.

Council or City Council. City Council of the City of Yuba City.

County. The County of Sutter.

CPC. California Plumbing Code Book, California Code of Regulations Title 24, Part 5.

Daily discharge. Daily discharge is defined as either:

- (1) The total mass of the constituent discharged over the calendar day (12:00 a.m. through 11:59 p.m.) or any 24-hour period that reasonably represents a calendar day for purposes of sampling, for a constituent with limitations expressed in units of mass; or
- (2) The unweighted arithmetic mean measurement of the constituent over the day for a constituent with limitations expressed in other units of measurement (e.g., concentration).

The daily discharge may be determined by the analytical results of a composite sample taken over the course of one day (a calendar day or other 24-hour period defined as a day) or by the arithmetic mean of analytical results from one or more grab samples taken over the course of the day.

For composite sampling, if one day is defined as a 24-hour period other than a calendar day, the analytical result for the 24-hour period will be considered as the result for the calendar day in which the 24-hour period ends.

Daily maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily maximum limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Discharger. Any person who discharges or causes a discharge to a public sewer.

Dissolved solids. The solid matter in solution in the wastewaters, which shall be obtained by the evaporation of a sample from which all suspended matter has been removed by filtration as determined by the procedures in "standard methods."

Dwelling unit. Any residence, apartment, habitation, or other structure customarily occupied by a single person or family and which contains facilities for the preparation of meals.

Effluent. The liquid outflow of any facility designed to treat, convey, or retain wastewaters.

Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director or other duly authorized official of the agency.

Existing source. Any source of discharge, the construction or operation of which commenced prior to the publication by the EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Fats, oils, and grease (FOG). Any substance such as a vegetable or animal product that is used in or is a byproduct of the cooking or food preparation process and that becomes or may become viscous, or solidifies or may solidify, with a change in temperature or other conditions.

FOG control program. A document prepared and implemented by the City to control FOG (fats, oils, and/or grease).

Food service establishment (FSE). Any facility which prepares and/or packages food or beverages for sale or consumption, on- or off-site, with the exception of private residences, including, but not limited to, food courts, food manufacturers, food packagers, restaurants, grocery stores, bakeries, lounges, bars, hospitals, hotels, nursing homes, churches, and schools.

Garbage. Any solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Grab sample. A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

Grease-removal device(s). All food service establishments that discharge wastewater to the City's wastewater collection system are required to have City-approved and properly sized grease-removal devices, also commonly referred to as "grease traps" or "grease interceptors."

Both devices are primary grease-removal devices that separate and retain free-floating FOG. The differences between the two types of grease-removal devices are primarily the size and physical location of the unit.

Indirect discharge or discharge. The introduction of pollutants into the POTW from any non-domestic source regulated under Sections 307(b), (c), or (d) of the Act.

Industrial wastewater or industrial user (IU). Shall mean as defined in Article 4 of this chapter.

Insignificant violation. Any violation that is not by definition defined as significant non-compliance (SNC).

Inspector. A person authorized by the Public Works Director to inspect wastewater generation, conveyance, processing, and disposal facilities.

Instantaneous maximum allowable discharge limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes, or operations or its sludge processes, use, or disposal, and, therefore, is a cause of a violation of the City's NPDES permit (including an increase in the magnitude or duration of a violation) or causes the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act (SWDA), including Title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Lot or parcel. A lot or parcel of land consisting of one lot of record in one ownership.

Main sewer or sewer main. A portion of the community sewer system located in a street or public easement which receives wastewater from the service lateral of a discharger and is designated to accommodate more than one service lateral.

Maximum allowable concentration. The maximum concentration of a pollutant which may be discharged from an IU into the City's collection system. Unless dictated by superseding regulations (i.e., national pretreatment or categorical standards), the maximum allowable concentration may be taken as a grab or composite sample at the discretion of the Public Works Director.

Maximum allowable headworks loading (MAHL). The estimated maximum loading of a pollutant that can be received at a POTW's headworks without causing pass through or interference. The most protective (lowest) of the AHLs estimated for a pollutant.

Maximum allowable industrial loading (MAIL). The estimated maximum loading of a pollutant that can be received at a POTW's headworks from all permitted industrial users and controlled sources without causing pass through or interference. The MAIL is usually calculated by applying a safety factor to the MAHL and discounting for uncontrolled sources, hauled wastewater, and growth allowance.

Medical waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monthly average. The sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Monthly average limit. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. New source.

- (a) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - (1) The building, structure, facility, or installation is constructed at a site at which no other source is located;
 - (2) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (3) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- (b) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (a)(1) or (a)(2) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (c) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - (1) Begun, or caused to begin, as part of a continuous on-site construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.
 - (2) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Non-contact cooling water. Water used for cooling, which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

North American Industrial Classification System (NAICS). U.S. Census Bureau business classification system.

Outside user. Any person responsible for the payment of sewer service fees for premises served outside the City limits.

Pass through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.

Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal wastes, agricultural wastes, and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Premises. Any lot, piece, or parcel of land, any building or other structure, or any part of any building or structure used or useful for human habitation or gathering or carrying on any business or occupation.

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirements. Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard, imposed on an industrial user.

Pretreatment standard or standard. The terms "National Pretreatment Standard," "pretreatment standard," or "standard" mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to Section 403.5.

Private sewer. That portion of a sewer serving an independent sewage disposal system, not connected with a public sewer, and which accommodates one or more buildings or industries.

Prohibited discharge standards or prohibited discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 6-5.207.

Public sewer. The main line sewer constructed in a street, highway, alley, place, or right-of-way dedicated to public use. "Public sewer" shall not include a house connection sewer or service lateral.

Public Works Director-or-Director. The Public Works Director of the City or such other person as may be designated by the Public Works Director to perform the services or make the determinations permitted or required under this chapter to be made by the Public Works Director.

Publicly owned treatment works (POTW). A "treatment works," as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

Radioactive material. A material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays, or energy forms.

Receiving water quality standards. The requirements for City treatment plant effluent established by law or by State or Federal regulatory agencies for the protection of receiving water quality. Said standards shall include effluent limitations and waste discharge standards, requirements, limitations, or prohibitions which may be established, amended, or adopted by State or Federal laws or regulatory agencies.

Residential user. Any user whose premises are used solely for residential purposes.

Sanitary sewage. The waste discharging into the City sewage system which contains human or animal excreta.

Sanitary sewer overflow (SSO). Any overflow, spill, release, discharge, or diversion of untreated or partially-treated wastewater from a sanitary sewer system, including overflows or releases that reach waters of the United States, overflows or releases that do not reach the waters of United States, and backups into buildings and/or private property caused by conditions within the publicly owned portion of the sewer system.

Septic tank system. A system of reservoirs or tanks which receive sanitary sewage and by septic bacterial action affect the decomposition and settlement of settleable solids and the diversion of the septic liquid for clarification and purification which take place by further bacterial action in percolation ducts extending into natural or prepared porous subsoil beds.

Septic tank waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Service lateral. A sewer conveying the wastewaters of a discharger from a residence, building, or other structure(s) to a community sewer, including direct connections to a community sewer where permitted by the City.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.), which is a constituent of wastewater.

Sewage lift station. Any facility designed and constructed to raise wastewaters in elevation or to overcome head losses due to pipeline friction.

Sewage treatment plant. Any arrangement of devices and structures for treating sewage.

Sewer system management plan (SSMP). A document prepared by the City that describes the activities to manage the wastewater collection system.

Sewerage system or sewer system. The services and facilities for the treatment and disposal of industrial wastes and sanitary sewage.

Shall and may. "Shall" is mandatory and "may" is permissive.

Significant industrial user (SIU).

- (a) A user subject to categorical pretreatment standards; or a user that:
 - (1) Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
 - (2) Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - (3) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (b) The City may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gpd of total categorical wastewater (excluding sanitary, non-contact cooling, and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
 - (1) The industrial user, prior to the City's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (2) The industrial user annually submits the certification statement required in Section 6-5.402.F(b), together with any additional information necessary to support the certification statement; and
 - (3) The industrial user never discharges any untreated concentrated wastewater.
- (c) Upon finding that a user meeting the criteria in subsection (b) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may, at any time, on its own initiative or in response to a petition received from a user and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Slug load or slug discharge. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Article 2 of this chapter. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits, or permit conditions.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

Standard methods. The procedures described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Elements of wastewater strength shall be measured by "standard methods" unless otherwise expressly stated.

Standard specifications. A set of documents including standard details and special provisions containing design and construction standards for all sewerage works within the City. The edition of standard specifications in place at the time of permit issuance/approval shall rule.

Stormwater. Any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

Suspended solids. The total suspended matter that floats on the surface of or is suspended in water, wastewater, or other liquid, and which is removable by laboratory filtering.

Trade secrets. Any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented and is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Trailer court. Any parcel of land designed for residential use with two or more mobile homes, travel trailers, pickup campers, or motor homes.

Trunk sewer. A sewer constructed, maintained, and operated by the City which conveys wastewaters to the City's treatment facilities and into which service laterals and collecting sewers discharge.

Uncontaminated water. Any wasted water of the community not contaminated or polluted with wastewaters and which is suitable or could readily be made suitable for discharge to the municipal stormwater drainage system.

User or industrial user. A source of indirect discharge. Also defined as any person responsible for the payment of the sewer service charges for premises served as provided in this chapter.

Utilities Director or Director. The Utilities Director of the City or such other person as may be designated by the Utilities Director to perform the services or make the determinations permitted or required under this chapter to be made by the Utilities Director.

Waste. Sewage and any and all other waste substances, including gaseous or radioactive substances, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation of whatever nature.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater strength. The quality of wastewaters discharged as measured by its elements, including its constituents and characteristics.

Wastewater treatment plant, wastewater treatment facility, or water reclamation facility treatment plant. That portion of the POTW which is designed to provide treatment of municipal sewage/wastewater and industrial waste.

Article 2. Rules and Regulations

Sec. 6-5.201. Discharge into streams prohibited.

Treatment of waste is required. It shall be unlawful to discharge to any stream or watercourse any sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this chapter.

Sec. 6-5.202. Privies and septic tanks prohibited.

Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit, or other facility intended or used for the disposal of sewage.

Sec. 6-5.203. Occupancy prohibited.

No building, industrial facility, or other structure shall be occupied until the owner of the premises has complied with all the rules and regulations of the City and this chapter.

Sec. 6-5.204. New buildings requiring sewers.

Before a building permit may be issued for any new building to be situated within the City which requires sewage disposal, provisions shall be made by the applicant and/or the property owner to connect the building with the City public sewer system, all in accordance with the requirements of this chapter. Provisions to connect the building to the public sewer may include extension of the main sewer line at the property owner's expense if necessary to adequately serve the building as determined by the Public Works Director. The property owner shall be responsible for the proper maintenance of the service lateral, at property owner's expense, from the building(s) to the collecting sewer/community sewer, including the connection of the service lateral to the collecting sewer/community sewer.

- (a) The Public Works Director may determine that extension of the public sewer to the new building is unfeasible due to distance and, upon approval, may allow the property owner to obtain authorization by the County Health Department to construct a septic system. In such cases, Section 6-5.207. shall then apply.

Sec. 6-5.205. Existing buildings requiring sewage disposal.

Existing buildings situated within the City and requiring sewage disposal shall be required to be connected to the public sewer system of the City at the property owner's expense provided such public sewer is within 200 ft. of the nearest point of the structure. Exceptions to this requirement may be permitted when the County Health Official finds that an existing septic tank system and/or private sewage disposal system is properly and adequately functioning; however, once the private sewage disposal system and/or septic tank system fails for the structure which is within 200 ft. of the serviceable public sewer line, a connection to the public sewer system shall be required at the property owner's expense. All fees shall be paid prior to issuance of a building permit. The property owner shall be responsible for the proper maintenance of the service lateral, at property owner's expense, from the building(s) to the collecting sewer/community sewer, including the connection of the service lateral to the collecting sewer/community sewer.

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Sec. 6-5.206. Ownership of the service lateral.

Every user of the community sewer system shall be connected to the City sewer main by a sewer service lateral. Sewer service laterals shall be installed, properly maintained, and repaired by the owner of the property which the lateral serves. The entire sewer service lateral from the building connection to and including the wye connection to the sewer main shall be the owner's responsibility to install, properly maintain, and repair.

All persons using the community sewer system of the City shall pay for such service and for the privilege of connecting to the sewer at the rates, at the times, and under the conditions set forth in this chapter and shall comply with all of the regulations set forth in this chapter relating to the use of such sewer system.

All sewer service laterals connecting a user, whether a single-family residence, commercial building, or other structure, to a City-owned sewer main located in the public right-of-way or easement shall be owned, maintained, and repaired by the owner of the property being served, from and including the lateral's connection point at the City sewer main to the building or other point of use on the property. This includes both the portion on private property and the portion located beneath the sidewalk and street or any other public right-of-way or easement areas such as alleys, trails, and landscape areas, up to and including the point where the lateral connects to the City sewer main.

The City shall have the right to conduct maintenance inspection and/or repairs to the service lateral if needed, and it shall be the property owner's obligation to reimburse the City for the actual cost of such repair and inspection. The City may enforce the obligation to reimburse under Article 7 of this chapter, as well as Chapter 2 of Title 1 of this Code.

Sec. 6-5.207. Private sewage disposal systems.

- (a) *Private sewer system allowed.* When it has been determined by the Public Works Director that a building may be connected to a private sewage disposal system, the private system shall comply with the provisions of this chapter.
- (b) *Permits required.* Before the commencement of the construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the Public Works Director, the County Health Department, and any other agency or person(s) required by the permit.
- (c) *Inspections required.* A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Public Works Director and the County Health Department. The City shall be allowed to inspect the work at any stage of the construction, and, in any event, the applicant for the permit shall notify the City and County Health Department when the work is ready for final inspection and before any underground portions are covered.
- (d) *Design requirements.* The type, capacities, locations, and layout of a private sewage disposal system shall comply with all the recommendations of the Department of Public Health of the State and the County Health Department. No septic tank or cesspool shall be permitted to discharge to any public sewer or any stream or watercourse. In addition, the private sewage disposal system shall meet all of the applicable local, State, and Federal design requirements at the time of construction.
- (e) *Abandonment of facilities.* At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with the laws, rules, and regulations of the City, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material as determined by the Public Works Director and County Health Department. In addition, all other applicable local, sState, and fFederal requirements shall apply to appropriately abandon the facility.
- (f) *Costs of maintenance by owners.* The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the City.

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- (g) *Additional requirements.* No statement contained in this chapter shall be construed to interfere with any additional requirement that may be imposed by any law, ordinance, rule, or regulation, or by the City or the County Health Department or the State.

Sec. 6-5.208. Prohibited discharge standards.

- (a) *General prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through, interference, or blockage(s) in the sanitary sewer system. These general prohibitions and the specific prohibitions in paragraph (b) below apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, State, or local pretreatment standards or requirements.
- (b) *Specific prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR 261.21;
 - (2) Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or more than 11.5, unless the works is specifically designed to accommodate such discharges;
 - (3) Solid or viscous pollutants in amounts, as determined by the City, which will cause obstruction of the flow in the POTW resulting in interference but in no case, solids with a diameter greater than one-fourth inch;
 - (4) Any pollutant, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
 - (5) Wastewater having a temperature at the point of discharge which will inhibit biological activity in the treatment plant resulting in interference, but in no case, wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° Fahrenheit (40 degrees Celsius);
 - (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
 - (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (8) Trucked or hauled pollutants, except at discharge points designated by the ~~Public Works~~Utilities Director in accordance with Section 6-5.406.D of this chapter;
 - (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
 - (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
 - (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;

- (12) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the [Public Works Utilities](#) Director;
 - (13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
 - (14) Medical wastes, except as specifically authorized by the [Public Works Utilities](#) Director in a wastewater discharge permit;
 - (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
 - (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
 - (17) Fats, oils, or greases (FOG) of animal or vegetable origin in concentrations greater than 100 mg/l; or which will cause interference or pass through at the POTW or which will cause: (i) any visible sheen on the surface of the discharged wastewater; (ii) any buildup of fats, oils, or grease in any portion of the POTW; or (iii) any obstruction of the POTW;
 - (18) FOG, as defined by the City's FOG control program and/or [Public Works Utilities](#) Director;
 - (19) Wastewater causing two readings on an explosion hazard meter at the point of discharge, or at any point in the POTW, of more than 5% or any single reading over 10% of the lower explosive limit of the meter;
 - (20) Releases of pollutants which, either singly or by interaction with other pollutants, cause contamination of sludge which prevents its use or disposal in accordance with the City's NPDES permit;
 - (21) Cementitious materials;
 - (22) Any solid or viscous substance or particles in a quantity, either by itself or in combination with other wastes, that is capable of obstructing flow or impairing the performance of the POTW;
 - (23) Any wastewater containing strong acid iron pickling, or concentrated plating solutions, whether neutralized or not;
 - (24) The discharge of any radiological, chemical, or biological warfare agent or high-level, radiological waste;
 - (25) Rags, non-flushable wipes, diapers, and other hygiene products which do not biodegrade effectively which therefore may obscure flow or impact performance of the POTW in quantity or in combination with other wastes.
- (c) The foregoing discharge prohibitions are not exclusive and shall be in addition to any prohibitions or requirements specified in any other provision of this Code or any other applicable statute, regulation, ordinance, or other governmental requirement.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW or stormwater collection system.

Sec. 6-5.209. Pretreatment local limits.

- (a) The [Public Works Utilities](#) Director is authorized to establish local limits pursuant to 40 CFR 403.5(c).
- (b) In addition to general and specific prohibitions and other regulatory requirements listed in Chapter 5 of Title 6 of this Code, pretreatment local limits are established to protect against pass through and interference. These constituents and their MAIL limit can be found in the latest technically based local limit development document (TBLLDD). Constituents listed in the TBLLDD will be apportioned according to flow volume discharge limitations defined in individual wastewater discharge permits. All loadings for metals are for

"total" metals unless indicated otherwise. Categorical discharge limits apply at the discharge point from each specified regulated process. The [Public Works Utilities](#) Director will impose mass-based, concentration-based, and/or production-based limitations for controlling pollutant loading to the POTW. Maximum allowable quantities of pollutants not listed in this subsection may be determined by the [Public Works Utilities](#) Director based on applicable water quality criteria or as determined by legally established and approved scientific methods.

- (c) The [Public Works Utilities](#) Director may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement local limits and the requirements of Section 6-5.208.
- (d) The established local limits are subject to change and shall be modified as needed based on regulatory requirements and standards, WWTF operation, performance, and processes, the industrial user base, potable water quality, and domestic wastewater characteristics.

Sec. 6-5.210. National Categorical Pretreatment Standards.

The categorical pretreatment standards found in 40 CFR 405—471 are hereby incorporated.

- (a) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the [Public Works Utilities](#) Director may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the [Public Works Utilities](#) Director shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- (c) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by the EPA when developing the categorical pretreatment standard.
- (d) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.
- (e) Discharging categorical industrial users (CIUs) shall monitor for all constituents listed in the Code of Federal Regulations (40 CFR 405—471). Wastewater discharged from such users shall be subject to any limitations therein which are not included in the local limits section of this chapter.
- (f) Any non-discharging (excluding sanitary, non-contact cooling, and boiler blow down wastewater, unless specifically included in the pretreatment standard) industrial user subject to the National Categorical Pretreatment Standards found at 40 CFR 403 et seq., may be issued zero-discharge permits.

Sec. 6-5.211. State of California pretreatment standards.

State of California pretreatment standards located at CCR Title 23, Division 7, Chapter 5.5, Sections 13370 through 13389 of the Porter Cologne Water Quality Control Act are hereby incorporated.

Sec. 6-5.212. Right of entry: inspection and sampling.

The [Public Works Utilities](#) Director and/or designee shall have the right to enter the premises of any user, upon providing proper credentials and identification, to determine whether the user is complying with all requirements of this chapter and any wastewater discharge permit or order issued hereunder. Users shall allow the [Public Works Utilities](#) Director or designee ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties. Access shall be provided at any time the premises are staffed with production underway.

- (a) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Public WorksUtilities Director and/or designee will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (b) The Public WorksUtilities Director and/or designee shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- (c) The Public WorksUtilities Director and/or designee may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at their own expense. All devices used to measure wastewater flow and quality shall be calibrated annually or more often as deemed necessary by the POTW.
- (d) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Public WorksUtilities Director and/or designee and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (e) Unreasonable delays in allowing the Public WorksUtilities Director and/or designee access to the user's premises shall be a violation of this chapter.

Sec. 6-5.213. Search warrants.

If the Public WorksUtilities Director and/or designee has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause indicating a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Public WorksUtilities Director may seek issuance of a search warrant from the Superior Court of California, County of Sutter.

Sec. 6-5.214. City of Yuba City's right of revision and right to deny or condition increased contribution of changes in nature of pollutants.

The City reserves the right to establish, by ordinance or in wastewater discharge permits, additional or more stringent standards or requirements on discharges to the POTW. Additionally, the City reserves the right to deny or condition new or increased contributions of pollutants flow or changes in the nature of pollutants to the POTW by industrial users where such contributions do not meet applicable pretreatment standards and requirements or where such contributions may cause the POTW to violate its NPDES permit.

Sec. 6-5.215. Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Public WorksUtilities Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards and requirements or in other cases when the imposition of mass limitations is appropriate.

Sec. 6-5.216. Excessive sewer maintenance expense.

No person shall discharge, or cause to be discharged either directly or indirectly, any waste that creates a stoppage, plugging, breakage, any reduction in sewer capacity, or any other damages to the sewers or sewerage

facilities of the City. Any excessive sewer or sewerage maintenance expense, or any other expense attributable thereto, will be charged to the offending discharger by the City.

Any refusal to pay excessive maintenance expenses duly authorized by the ~~Public Works~~Utilities Director shall constitute a violation of this chapter, and may be enforced as authorized by this Code.

Sec. 6-5.217. Outside sewers.

- (a) *Permits and fees.* Permission shall not be granted to connect any lot or parcel outside the City to any public sewer in or under the jurisdiction of the City unless a permit therefore is obtained from the City. Such permits shall be approved by the Council. The connection impact fees shall be paid at the option of the developer/applicant at either the issuance of the building permit or at certificate of occupancy for a proposed development project, not at the date of application for a permit. The amount of the impact fees to be paid shall be those fees in effect at the time the fees are paid at either the issuance of a building permit or certificate of occupancy. Exceptions to this requirement may be negotiated between the developer and the City as part of the entitlement and agreement process, subject to City Council approval. The City may require the developer/applicant to pay, as determined by the Public Works Director, inspection fees at the time of building permit.
- (b) *Connection agreements.* In no event shall such permission be granted unless the applicant shall first enter into a contract in writing whereby they shall bind themselves, and their heirs, successors, and assigns, to abide by all laws, rules, and regulations in regard to the manner in which such sewer shall be used and the manner of connecting therewith, and also shall agree to pay all fees required for securing the permit and a monthly fee in the amount set forth by the City for the privilege of using such sewer.
- (c) *Special outside agreements.* Where special conditions exist relating to an outside sewer, they shall be the subject of a special contract between the applicant and the City, subject to approval by the City Council.

Sec. 6-5.218. Containment and notification of prohibited discharge.

Any person owning or occupying premises in the City who has knowledge of any discharge from the premises that is prohibited by the provisions of this article and that has entered or will enter the public sewer system, shall immediately take all reasonable action to contain and abate the discharge and shall notify the City immediately.

Sec. 6-5.219. Disclaimer of liability.

The requirements set forth herein are minimum standards and this chapter does not imply that a wastewater discharge that complies with this chapter will necessarily comply with all other applicable statutes, regulations, ordinances, or other governmental requirements. This chapter shall not create or impose any liability on the City, its officers, or employees for any damages that result from reliance on this Code or any administrative decision lawfully made hereunder.

Sec. 6-5.220. Interceptor for other businesses.

The ~~Public Works~~Utilities Director and/or designee may require businesses other than food service establishments to install FOG and/or sand interceptors in accordance with the City's FOG control program and/or when, in the opinion of the ~~Public Works~~Utilities Director, interceptor(s) and/or clarifier(s) are necessary for the proper handling of liquid wastes containing fat, oil, or grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. Such interceptor(s)/clarifier(s) shall be installed, operated, and maintained at no cost to the City, shall be of a type and capacity approved by the ~~Public Works~~Utilities Director and/or designee, and shall be located as to be readily and easily accessible for cleaning and inspection.

Clarifier(s) and/or interceptor(s) utilized at a commercial automotive service facility or commercial vehicle washing facility or automotive wash rack shall be pumped out by a licensed hauler at a minimum of every 365 days. The Public Works-Utilities Director or designee may require an increased pump out frequency as deemed necessary.

Sec. 6-5.221. Discharge of groundwater into the City sewer system.

The Public WorksUtilities Director may at his or her sole discretion approve a request to discharge groundwater into the City sewer system, upon execution by the person proposing the discharge of a written agreement signed and approved by the Public Works-Utilities Director, specifying the terms and conditions that apply to the discharger and the discharge, and subject to the payment of any applicable charges and fees and such other requirements as may be imposed by the City or any other public agency. Any person violating any provision of the agreement shall be subject to administrative penalties pursuant to appropriate sections of this Code, in addition to any other penalty or remedy provided by the agreement, this Code, or any other provision of any applicable statute, regulation, or ordinance.

Sec. 6-5.222. Food service establishment (FSE) requirements.

All FSEs shall comply with such BMP requirements as outlined in the FOG control program and/or may be established from time to time by resolution of the City Council and/or Public WorksUtilities Director.

Sec. 6-5.223. Operations and maintenance of sanitary sewer system assets located within sewer easements.

The City shall have the right to operate, inspect, maintain, and repair sewer system assets located within the sewer easements.

Article 3. Sewer Construction

Sec. 6-5.301. Building sewers, service laterals, and connections.

- (a) *Permits required.* No person shall construct a building sewer or service lateral or make a connection with any public sewer without first obtaining a written permit from the City and paying all the fees and connection charges as required thereby.
- (b) *Design and construction requirements.* The design and construction of building sewers and service laterals, including the connections, shall be in accordance with the requirements of the City, latest edition of the International Building Code and California Plumbing Code, and in accordance with the City's standard specifications.
- (c) *Separate sewers.* No two adjacent buildings fronting on the same street shall be permitted to join in the use of the same service lateral. Every building or industrial facility shall be separately connected with a public sewer if such public sewer exists in the street upon which the property abuts or in an easement which will serve such property.
 - (1) One or more buildings located on property belonging to the same owner may be served, upon approval of the Public Works Director or Utilities Director, with the same service lateral during the period of such ownership. Upon the subsequent subdivision and sale of a portion of such lot, the portion not directly connected to such public sewer shall be separately connected to a public sewer after obtaining appropriate permit from the City, and it shall be unlawful for the owner thereof to continue to use or

maintain such indirect connection. All fees and charges associated with the separation shall be paid prior to any construction work related to the separation.

- (2) Should adjacent buildings or parcels belonging to different owners share an existing service lateral, the property owners shall be required to separate and build separate laterals to each building or parcel upon the failure of the shared-use lateral. Repairs to a shared-use lateral may only be made by permission of the Public Works Director.
- (d) *Old building sewers.* Old building sewers may be used in connection with new buildings only when they are found, upon inspection and test, to meet all the requirements of the City, by permission of the Public Works Director or Utilities Director. Anyone wishing to utilize existing or old service laterals must submit supportive documentation such as pipe TV analysis and any other tests required by the City. The applicant shall be responsible for all costs associated with this application including preparation of the required supportive documents.
- (e) *Cleanouts.* Cleanouts in building sewers shall be provided in accordance with the latest edition of California Plumbing Code, the standard specifications, and any other City requirements. All cleanouts shall be maintained watertight.
- (f) *Sewers too low.* In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, the sanitary sewage carried by such building sewer shall be lifted by artificial means approved by the Public Works Director or Utilities Director through an agreement with the conditions and discharged to the public sewer at the expense of the owner. The owner shall be responsible for the proper operation and maintenance of such system at his/her own expense.
- (g) *Connections to public sewers.* The connection of the service lateral into the public sewer shall be made in accordance with the standard specifications and other City requirements and at the applicant's expense. The property owner shall be obligated to install and maintain the service lateral at his/her sole expense from the sewer main to the building being served. Where the City has partially constructed the service lateral from the main to the property line in order to avoid the further or future tearing up of the streets, it shall be the property owner's obligation to reimburse the City for the actual cost of that portion of the sewer service lateral constructed by the City. Property owners shall be solely responsible for the entire cost of the sewer service lateral from the main to the building being serviced, which shall be collected at the time of the connection to the public sewer system. The connection to the public sewer shall be made in the presence of a City inspector and under their supervision and direction. Any damage to the public sewer shall be repaired in conformance with the standard specifications and other City requirements at the cost of the applicant.
- (h) *Maintenance of service lateral.* Service laterals shall be maintained by the owner of the property served thereby. The City shall have the right to conduct maintenance inspection, and/or repair to the service lateral if needed, and it shall be the property owner's obligation to reimburse the City for the actual cost of such repair and inspection. Failure to reimburse the City shall be addressed as established by Section 6-5.206 of this Code.
- (i) *Testing.* All building sewers and service laterals shall be tested in accordance with the standard specifications.
- (j) *Prohibited cross connections.* Sanitary sewer pipes shall not be connected to the storm drain system. The discharge of sanitary sewer/wastewater to the storm drain system is prohibited. It shall be the property owner's responsibility to avoid any cross connections during construction. This condition is applicable in all the circumstances, unless exceptions are approved by the Public Works Director or Utilities Director, even if the improvement plans/drawings and construction work are approved by the City. The discharge of sanitary sewer/wastewater to the storm drain system is prohibited.
- (1) The Public WorksUtilities Director may notify and require property owner(s) with cross connections to eliminate the cross connection, and install backflow prevention devices, at the property owner(s) expense if the elimination is reasonably necessary as determined by the Public WorksUtilities Director.

- (k) *Maintenance and repair; indemnity.*
 - (1) The property owner shall maintain in good condition, and shall be responsible, regardless of the cause, for all required repairs to the customer's private sewer line and all other sewer pipe(s) and appurtenances on property owner's premises. Property owner shall comply with all requirements under this Code prior to excavating anywhere within the public right-of-way for the purpose of maintaining and/or repairing the private sewer line.
 - (2) The property owner shall indemnify, defend, and hold harmless the City, its officers, and employees from and against any and all claims, actions, costs (including attorney fees), damages, or other liability arising from the condition, operation, maintenance, or repair of any sewer line, pipe, or appurtenance that the owner is required to maintain and repair hereunder.
- (l) *Private sewer lines—No infiltration or leaks.*
 - (1) If any private service lateral is found to have a leak or defect that could result in infiltration and/or contamination of ground water or storm runoff, or a result in a wastewater leak or overflow, and the ~~Public Works~~Utilities Director determines that the leak or defect should be repaired to protect the public health, welfare, or safety, or any regulatory agency requires the leak or defect to be repaired, the ~~Public Works~~Utilities Director may notify the owner of the property where the private sewer line is located that the owner must repair the line, and the owner of the line shall promptly upon notification repair the line to the satisfaction of the City. The City may require reasonable inspection of work performed and the property owner shall be responsible to pay fees/costs associated with these inspections.
 - (2) If the owner of the property where the private sewer line is located fails to make the determined repairs, the condition resulting from the leak or defect in the private sewer line shall be deemed to constitute a public nuisance, and the ~~Public Works~~Utilities Director shall be authorized to commence and carry out proceedings for abatement of the condition and repair of the leak or defect. When, in the opinion of the ~~Public Works~~Utilities Director, the leak or defect causes or threatens to cause a condition that presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of an NPDES permit, the Director may summarily abate the condition and repair the leak or defect. The owner shall be liable for the costs incurred by the City for any abatement and repair, including any related inspection and testing costs, arising from the leak or defect, and the cost therefor shall be invoiced to the owner. If the invoice is not paid within 30 days, the ~~Public Works~~Utilities Director may commence proceedings for recovery of these costs in accordance with the provisions of this Code.
 - (i) Nuisance abatement and cost recovery shall be in accordance with Title 4, Chapter 8 Nuisance Abatement Code of this Code.
- (m) *Private sewer lines.* Private sewer lines serving two or more buildings or structures located on the same lot or parcel, and all appurtenances thereto, that are not maintained by the City, shall be constructed to meet the City standards of construction of public sewer lines, unless different standards are approved by the Public Works Director.
- (n) *Separate connection requirement for each commercial and industrial business.* Separate sewer connection is required for each commercial and industrial business regardless of the single and/or multiple ownership of the property location of the business. For example, if there are four businesses on one property owned by one owner, then four separate sewer connections are required. Exceptions to this requirement may be made by the Public Works Director or Utilities Director on a case-by-case basis as determined to be reasonably necessary. Total fee shall be paid prior to any connection to the POTW pipelines.
- (o) *Warranty; indemnity.* In addition to other applicable conditions and requirements, the applicant and/or contractor shall comply with the City's standard specifications and special provisions for warranty and indemnity.

- (p) *Septic tank effluent pumping system.* Certain properties within the City may be served by a septic tank effluent pumping (STEP) system, which is located on private property and owned by the subject property owners; however, the City is responsible for the STEP system operation.
 - (1) The City shall maintain the system, including both preventative maintenance and repair, of all STEP equipment downstream of the house wastewater connection, at the septic tank. Equipment shall include pumps, filters, piping, associated electrical equipment, and other components required to keep the existing STEP system in operation.
 - (2) It is the responsibility of the property owner(s) to notify the City of Yuba City immediately upon notice of any problems or concerns with the STEP system.

Sec. 6-5.302. Public sewer construction.

- (a) *Permits required.* No person shall construct, extend, or connect to any public sewer without first obtaining a written permit from the City and paying all the fees and connection charges and furnishing the bonds as required therein. Such fees shall include, but are not limited to, plan check and inspection fees, which shall be based upon the City's adopted fee schedule. Costs shall be based upon the engineer's estimate or awarded contractor's bid, as approved by the City, and deducting therefrom the amount of any City contribution to the work of construction for oversizing or over-width. The provisions of this section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the City.
- (b) *Design and construction standards.* The minimum standards for the design and construction of sewers within the City shall be in accordance with the standard specifications and this article. The Public Works Director may permit modifications or may require higher standards where unusual conditions are encountered.
- (c) *Plans, profiles, and specifications required.* The application for a permit for public sewer construction shall be accompanied by a complete set of plans, profiles, and specifications, complying with all applicable laws, rules, and regulations of the City, prepared by a civil engineer registered in the State of California, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications, shall be examined by the Public Works Director, who shall approve them as filed or require them to be modified as they deem necessary for proper installation. When the Public Works Director is satisfied that the proposed work is proper and the plans, profiles, and specifications are sufficient and correct, they shall order the issuance of a permit predicated upon the payment of all connection charges and fees and furnishing the bonds and deposits as required by the City. The permit shall prescribe such terms and conditions as the Public Works Director finds necessary in the public interest.
- (d) *Subdivisions.* The requirements of this chapter shall be fully complied with before any final subdivision map shall be approved by the City. The final subdivision map shall provide for the dedication for public use of streets, easements, or rights-of-way in which public sewer lines are to be constructed.
- (e) *Easements or rights-of-way.* In the event an easement is required for the extension of the public sewer or the making of connections, the applicant shall procure and have accepted by the City a proper easement or grant of right-of-way having a minimum width sufficient by law to allow the laying and maintenance of such extension or connection.
- (f) *Persons authorized to perform work.* Only properly licensed contractors with all required permits shall be authorized to perform the work of public sewer construction within the City. All terms and conditions of the permit issued by the City to the applicant shall be binding on the contractor. The requirements of this section shall apply to service laterals installed concurrently with public sewer construction.
- (g) *Compliance with other regulations.* Any person constructing a sewer within a street shall comply with all State, County, or City laws, ordinances, rules, and regulations pertaining to the cutting of pavement; the opening, barricading, lighting, and protecting of trenches; and the backfilling and repaving thereof, and shall

obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the City.

- (h) *"As-built" drawings.* As a condition of final acceptance by the City, copies of "as-built" drawings showing the actual locations and depth of all mains, structures, wyes, laterals, and other changes to the construction drawings shall be filed with the City.
- (i) *Completion of sewerage works required.* Before accepting any sewerage works by the City and prior to the admission of any sewage into the system, the sewerage works shall be tested and shall be completed in full compliance with all the requirements of the standard specifications and to the satisfaction of the Public Works Director.
- (j) *Reimbursement agreements.* Where the cost of the public sewer main extension has been deposited or paid by the person making such extension, the City may thereafter collect from any person connecting to such extension, except the person originally installing such extension, that portion of the cost of such extension as approved by the City in the reimbursement agreement. All reimbursement agreements shall be approved by Council.

Such sums as are thus actually received by the City shall be paid by the City to the person originally making such extension, but the City shall in no way be obligated to ensure that the person making such extension is paid the total cost thereof nor to initiate any action nor incur any expense to collect any sum to be paid such person; nor shall such refund be made from any other revenues of the City. Where more than one person contributes toward the making of the extension, such sums as are actually collected shall be refunded to such persons, pro rata, according to the amounts which they severally contribute towards the cost of the extension and pursuant to the preceding plan. Reimbursement agreement(s) shall not exceed 15 years in duration or as approved by the City Council.

- (k) *Special reimbursement agreement.* Where special conditions exist, in the opinion of the City, relating to any agreement pursuant to this chapter, they shall be the subject of a special contract between the City and the person making the public sewer main extension. Said agreement shall be approved by Council.
- (l) *Extent.* All public sewer extensions shall extend to the far property line of developed property, unless otherwise approved by the Public Works Director.

Sec. 6-5.303. Sanitary sewer design requirements.

- (a) *Design calculations.* Design calculations submitted for City review shall be in a neat, acceptable form and shall indicate the date and the signature of the supervising engineer and State registration number.
 - (1) *When required.* Design calculations will be required for all subdivision sewers or where, in the judgment of the Public Works Director, they are necessary. Design calculations shall include all possible sewage flows.
 - (2) *Sewers and pipelines.* Design calculations for sewers and pipelines shall be presented in tabular form and shall include the following information for each section of sewer: the terminal manhole designation, ground elevations at the terminal manholes, incremental and cumulative tributary areas, incremental and cumulative tributary population, incremental average and maximum domestic sewage flow, incremental infiltration allowance, cumulative design flow, invert elevations of terminal manholes, length of sewer run, and sewer size, slope, capacity, and velocity.
 - (3) *Pumping stations.* Design calculations for pumping stations shall include soils data, structural design calculations, hydraulic calculations (including the basis for average and peak flows), calculations for wet-well volumes, curves indicating force-main characteristics, and individual and combined pump-head capacity curves.
- (b) *Unit design factors.*
 - (1) *Sewage flow.*

- (i) All gravity sewers shall be sized to carry the design peak hour wet weather flow, as predicted by the current hydraulic model of the collection system, at a maximum d/D ratio of 0.8.
 - (ii) 2,000 gallons per acre.
- (2) *Approval of estimated flows.* All the estimated flows for any design work should be approved by the Public Works Director.
- (c) *Gravity sewers.*
 - (1) *Minimum size: main sewers.* The minimum diameter for the main sewer shall be 8 in. The use of 6 in. pipe may be authorized subject to the following conditions:
 - (i) No possibility of future extension;
 - (ii) Maximum tributary population of 260; and
 - (iii) Minimum slope on dead-end runs of 0.5%.
 - (2) *Minimum size; service laterals.* The minimum diameter for sewer services shall be 4 in. For service laterals serving commercial or industrial buildings or multiple family living units, the minimum diameter shall be as required by the applicable sections of the currently adopted Uniform Plumbing Code.
 - (3) *Minimum slopes.* For service laterals, the minimum slope shall be 2% for 4 in. and one percent for 6 in. pipe. For main sewers, the minimum slope shall be that required to obtain a velocity of 2 ft. per second when the sewer is flowing full or one-half full. Pipelines that are expected to flow less than half-full throughout their life, or for more than ten years, shall be constructed at a greater slope where feasible, in order to promote self-cleaning velocities in the partially full pipe. For the purposes of computing velocity, the Manning's coefficient of roughness "n" shall be .013.
 - (4) *Steep slopes.* For main sewers installed on steep slopes, special design features may be required. Depending upon conditions of the specific installation, such items as underdrains, check dams, special anchorage, or special pipe material may be required. Based upon the data supplied, the Public Works Director will assess each case and recommend certain special requirements.
 - (5) *Minimum depth.* The minimum depth of cover for any public sewer shall be 3 ft. If it is impossible to obtain the specified minimum depth, the sewer shall be encased in concrete, or other acceptable protective measures shall be taken. For sewer services, the minimum depths of cover shall be 3 ft. at the property line. Where the minimum depths of cover set forth in this subsection are impossible to obtain, concrete encased pipe or other suitable protection shall be required.
 - (6) *Manholes.* Manholes shall be provided at every line or grade change and at every point where the sewer changes size. In addition, manholes shall be provided at maximum intervals of 400 ft., in sewers 12 in in diameter and smaller, and 500 ft. in sewers larger than 12 in. in diameter.
 - (7) *Cleanouts.* Cleanouts will be permitted only on dead-end runs where the length of sewer downstream to the next manhole is less than 300 ft.
 - (8) *Types of pipe permitted.* The types of pipe permitted for sanitary sewers shall be as indicated in Section 15 of the standard special provisions or as approved by the Public Works Director. The Public Works Director shall make sole determination of the types of pipe permitted for each specific project.
 - (9) *Cleanouts and sewer services.* Each sewer service shall have a cleanout installed as set forth in the current Uniform Plumbing Code.
- (d) *Force mains.* Force mains shall be designed using a Hazen-Williams coefficient of roughness "C" of 100.
- (e) *Pumping stations.* Pumping station designs vary according to the location and nature of flows. Each specific design shall be in general accordance with similar designs of existing pumping stations. The design parameters shall be thoroughly reviewed with the Public Works Director prior to commencing with the

detailed design. The Public Works Director shall be the sole judge as to all design features for pumping stations.

- (f) *Construction specifications and details.* The construction of sanitary sewers and related facilities shall be in accordance with Sections 13 and 15 of the latest edition of the City standard special provisions and with the applicable City standard drawings.
 - (1) *Ratio of peak to average flow.* Peaking hours and calculations shall be per the City's current wastewater treatment facility and collection system master plan.
 - (2) *Industrial sewage flow.* Sewage flow for industrial areas shall be determined per the City's current wastewater treatment facility and collection system master plan.
- (g) *Public Works Director's approval.* The Public Works Director shall have the right to change any sanitary sewer design criteria and/or to add additional requirements.

Sec. 6-5.304. Sewer construction inspections.

- (a) *All work to be inspected.* All sewer construction work shall be inspected by an inspector acting for the City to ensure compliance with all the requirements of the City. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the City's public sewer until the work covered by the permit has been completed, inspected, and approved by the inspector. At a minimum, inspections shall take place at the stages listed below:
 - (1) Installation of bedding material;
 - (2) Installation of pipe prior to initial backfill (including service laterals);
 - (3) Installation of initial backfill;
 - (4) Installation of final backfill; and
 - (5) Installation of manholes and cleanouts.

All sanitary sewer lines shall be tested between manholes or between manholes and cleanouts by the test methods specified in the City's standard specifications and/or special provisions. Tests for final acceptance shall be made after the line has been backfilled and subgrade compaction requirements have been obtained within the street section. After pressure testing has been completed, all gravity sewer mains shall be cleaned and televised before permanent paving is applied. In addition, sewer manholes shall be vacuum-tested for leakage. Before the sewer lines are accepted, they shall be cleaned and flushed of all foreign matter to the satisfaction of the City. In addition to these requirements, the City reserves the right to perform final cleaning and televised inspection(s), and the applicant shall be responsible to pay all the costs associated with final cleaning and televised inspections. The applicant shall be responsible to correct all defects to the satisfaction of the City and at no cost to the City before acceptance.

Failure to comply with the specifications or meet the minimum requirements may result in rejection of the work.

If the test proves satisfactory to the City and the sewer has been cleaned of all debris accumulated from construction operations, the Public Works Director shall issue a certificate of satisfactory completion.

- (b) *Time limits on permits.* If work under a permit is not commenced within six months after the date of the issuance of the permit, or if, after partial completion, the work is discontinued for a period of six months without obtaining a time extension or one year with two six-month time extensions, the permit shall thereupon become void, and no further work shall be done until a new permit has been secured. A new permit, with fee in effect at the time of issuance of the new permit, shall be obtained prior to any additional work.

- (c) *Notification.* It shall be the duty of the person doing the work authorized by the permit to notify the Public Works Department that such work is ready for inspection. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the City before giving such notification.
- (d) *Condemned work.* When any work has been inspected and the work condemned and no certification of satisfactory completion given, a written notice to that effect shall be given instructing the owner of the premises, or the agent of such owner, to repair the sewer or other work authorized by the permit in accordance with the laws, rules, and regulations of the City.
- (e) *All costs paid by owners.* All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the work.
- (f) *Street excavation permits.* A separate permit shall be secured from the City, County, and/or State as required by owner(s) or contractor(s) intending to excavate in a public street for the purpose of installing sewers or making sewer connections. A City encroachment permit shall be obtained for work in the City right-of-way, in accordance with Sections 6-1 and 6-2 of this Code.
- (g) *Liability.* The City and its officers, agents, and employees shall not be answerable for any liability, injury, or death to any person or damage to any property arising during or growing out of the performance of any work by such applicant. The applicant shall be answerable for, and shall hold the City and its officers, agents, and employees harmless from, any liability imposed by law upon the City or its officers, agents, or employees, including all costs, expenses, fees, and interest incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of their work or any failure which may develop therein.

Article 4. Industrial Wastewaters

Sec. 6-5.401. "Industrial user" defined.

"*Industrial user*" (*IU*) shall mean any user of publicly owned treatment works identified in the 2007 North American Industrial Classification System (NAICS) or latest edition of that manual (U.S. Census Bureau). Industrial users include, but are not limited to, businesses listed in the following sections of the NAICS:

- (a) Agriculture, Forestry, and Fishing and Hunting (Sector 11);
- (b) Mining (Sector 21);
- (c) Utilities (Sector 22);
- (d) Construction (Sector 23);
- (e) Manufacturing (Sector 31-33);
- (f) Transportation and Warehousing (Sector 48-49); and
- (g) Professional, Scientific, and Technical Services (54).

A user in the divisions listed may be excluded if it is determined that it will introduce primarily segregated domestic wastes or wastes from sanitary conveyances.

"Industrial user" shall also mean any discharging "non-domestic source of pollutants into the POTW regulated under Section 307(b), (c) or (d) of the Clean Water Act" or any other indirect discharger regulated under alternative water quality standards.

Sec. 6-5.402. Wastewater discharge permit.

No person shall discharge, or cause to be discharged, any industrial wastewaters directly or indirectly to sewerage facilities owned by the City without first obtaining a City permit for industrial wastewater discharge.

The permit for industrial wastewater discharge may require the pretreatment of industrial wastewaters before discharge, the restriction of peak-flow discharges, the discharge of certain wastewaters only to specified sewers of the City, the relocation of the point of discharge, the prohibition of the discharge of certain wastewater components, the restriction of discharge to certain hours of the day, the payment of additional charges to defray the increased costs of the City created by the wastewater discharge, and such other conditions as may be required to effectuate the purposes of this chapter.

Sec. 6-5.402.A. Reserved.

Sec. 6-5.402.B. Wastewater discharge permit requirement.

- (a) No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Public-Works-Utilities Director and/or designee, except that a significant industrial user that has filed a timely application pursuant to Section 6-5.402.D of this chapter may continue to discharge for the time period specified therein.
- (b) The Public-Works-Utilities Director and/or designee may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this chapter.
- (c) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this chapter and subjects the wastewater discharge permittee to the sanctions set out in Articles 6 and 7 of this chapter. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all fFederal and sState pretreatment standards or requirements or with any other requirements of fFederal, sState, and local law.

Sec. 6-5.402.C. Wastewater discharge permit—Existing connections.

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this chapter and who wishes to continue such discharges in the future, shall, within 90 days after the date, apply to the Public-WorksUtilities Director and/or designee for a wastewater discharge permit in accordance with Section 6-5.402.E of this chapter, and shall not cause or allow discharges to the POTW to continue after 90 days of the effective date of this chapter except in accordance with a wastewater discharge permit issued by the Public-WorksUtilities Director and/or designee.

Sec. 6-5.402.D. Wastewater discharge permit—New connections.

Any user required to obtain a wastewater discharge permit that proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 6-5.402.E of this chapter, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

Sec. 6-5.402.E. Wastewater discharge permit application contents.

All users required to obtain a wastewater discharge permit must submit a permit application. The Public Works-Utilities Director and/or designee may require all users to submit as part of an application the following information:

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- (a) All information required by Section 6-5.801.B of this chapter;
 - (b) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
 - (c) Number and type of employees, hours of operation, and proposed or actual hours of operation;
 - (d) Each product produced by type, amount, process or processes, and rate of production;
 - (e) Type and amount of raw materials processed (average and maximum per day);
 - (f) Site plans, floor plans, mechanical plans, and plumbing plans. Details to show all sewers, floor drains, and appurtenances by size, location, and elevation. All points of discharge and the location of all chemical and/or hazardous materials storage areas;
 - (g) Time and duration of discharges;
 - (h) Any other information as may be deemed necessary by the Public Works Director to evaluate the wastewater discharge permit application;
 - (i) The location for monitoring all wastes covered by the permit; and
 - (j) An application fee which shall be filed with the completed application. The application fee is listed within the City fee schedule document, as updated each fiscal year.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

Sec. 6-5.402.F. Wastewater discharge permit application signatories and certification.

All wastewater discharge permit applications, user reports, and certification statements must be signed by an authorized representative of the user as defined in Section 6-5.106, and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (a) If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to the Public Works Utilities Director and/or designee prior to or together with any reports to be signed by an authorized representative.
- (b) *Annual certification for non-significant categorical industrial users.* A facility that has been determined to be a non-significant categorical industrial user by the Public Works Utilities Director pursuant to Section 6-5.106 must annually submit the following certification statement signed in accordance with the signatory requirements in Section 6-5.106. This certification must accompany an alternative report required by the Public Works Utilities Director:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical pretreatment standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (a) The facility described as _____ [facility name] met the definition of a non-significant categorical industrial user as described in 6-5.106;
- (b) The facility complied with all applicable pretreatment standards and requirements during this reporting period; and
- (c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information:

_____"

Sec. 6-5.402.G. Wastewater discharge permit decisions.

The ~~Public Works~~Utilities Director and/or designee will evaluate the data furnished by the user and may require additional information. Within 30 days of receipt of a complete wastewater discharge permit application, the ~~Public Works~~Utilities Director and/or designee will determine whether or not to issue a wastewater discharge permit. The ~~Public Works~~Utilities Director may deny any application for a wastewater discharge permit.

Sec. 6-5.402.H. Confidential information.

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, monitoring programs, and the ~~Public Works~~Utilities Director and/or designee's inspection and sampling activities shall be available to the public without restriction, unless the user specifically requests and is able to demonstrate to the satisfaction of the ~~Public Works~~Utilities Director that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable ~~s~~State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Sec. 6-5.403. Procedure for obtaining city permits for industrial wastewater discharges.

Sec. 6-5.403.A. Wastewater discharge permit duration and fees.

A wastewater discharge permit shall be issued for a specified time period, not to exceed five years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five years, at the discretion of the ~~Public Works~~Utilities Director. Each wastewater discharge permit will indicate a specific date upon which it will expire.

A discharge permit fee shall be billed annually. The permit fee is listed within the City fee schedule document, as updated each fiscal year.

Sec. 6-5.403.B. Wastewater discharge permit contents.

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the ~~Public Works~~Utilities Director and/or designee to prevent pass through or interference, protect the quality of the

water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(a) Wastewater discharge permits must contain:

- (1) A statement that indicates the wastewater discharge permit issuance date, expiration date, duration (which in no event shall exceed five years), and effective date;
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 6-5.403.E of this chapter, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- (3) Effluent limits, including best management practices, based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and ~~f~~Federal, ~~s~~State, and local law;
- (4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on the applicable general pretreatment standards, local limits, and ~~f~~Federal, ~~s~~State, and local law;
- (5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule;
- (6) A schedule such that shall not extend the time for compliance beyond that required by applicable ~~f~~Federal, ~~s~~State, or local law;
- (7) Requirements to control slug discharge, if determined by the ~~Public-Works~~Utilities Director to be necessary; and
- (8) Description or schematic representation of the effluent/discharge sampling location on site.

(b) Wastewater discharge permits may contain, but need not be limited to, the following conditions:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
- (3) Requirements for the development and implementation of accidental discharge/slug control, countermeasure plans, or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
- (7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable ~~f~~Federal and ~~s~~State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
- (8) Other conditions as deemed appropriate by the ~~Public-Works~~Utilities Director and/or designee to ensure compliance with this chapter and ~~s~~State and ~~f~~Federal laws, rules, and regulations.

Sec. 6-5.403.C. Wastewater discharge permit appeals.

The ~~Public Works~~Utilities Director and/or designee shall provide public notice of the issuance of a wastewater discharge permit. Any person, including the user, may petition the ~~Public Works~~Utilities Director to reconsider the terms of a wastewater discharge permit within 90 days of notice of its issuance.

- (a) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- (b) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition(s), if any, it seeks to place in the wastewater discharge permit.
- (c) The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.
- (d) If the ~~Public Works~~Utilities Director does not reconsider and subsequently approve the petition to issue a wastewater discharge permit within 90 days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.
- (e) Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the Superior Court of California, County of Sutter, within 30 days.

Sec. 6-5.403.D. Wastewater discharge permit modification.

The ~~Public Works~~Utilities Director and/or designee may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- (a) To incorporate any new or revised ~~f~~Federal, ~~s~~State, or local pretreatment standards or requirements;
- (b) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- (c) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (d) Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;
- (e) Violation of any terms or conditions of the wastewater discharge permit;
- (f) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (g) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- (h) To correct typographical or other errors in the wastewater discharge permit; or
- (i) To reflect a transfer of the facility ownership or operation to a new owner or operator.

Sec. 6-5.403.E. Wastewater discharge permit transfer.

Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least 30 days' advance notice to the ~~Public Works~~Utilities Director and the ~~Public Works~~Utilities Director approves

the wastewater discharge permit transfer. The notice to the [Public WorksUtilities](#) Director must include a written certification by the new owner or operator which:

- (a) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- (b) Identifies the specific date on which the transfer is to occur; and
- (c) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

Sec. 6-5.403.F. Wastewater discharge permit revocation.

The [Public WorksUtilities](#) Director and/or designee may revoke a wastewater discharge permit for good cause, including, but not limited to, the following:

- (a) Failure to notify the [Public WorksUtilities](#) Director of significant changes to the wastewater prior to the changed discharge;
- (b) Failure to provide prior notification to the [Public WorksUtilities](#) Director of changed conditions pursuant to Section 6-5.805 of this chapter;
- (c) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (d) Falsifying self-monitoring reports;
- (e) Tampering with monitoring equipment;
- (f) Refusing to allow the [Public WorksUtilities](#) Director or designee timely access to the facility premises and records;
- (g) Failure to meet effluent limitations;
- (h) Failure to pay fines;
- (i) Failure to pay sewer charges;
- (j) Failure to meet compliance schedules;
- (k) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (l) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- (m) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit, or this chapter.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

Sec. 6-5.403.G. Wastewater discharge permit reissue.

- (a) A user with an expiring wastewater discharge permit shall apply for a reissued wastewater discharge permit by submitting a complete permit application, in accordance with Section 6-5.402.E of this chapter, a minimum of 90 days prior to the expiration of the user's existing wastewater discharge permit.

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- (b) Upon receipt of the complete permit application, the application shall be processed in a timely manner. Upon approval, a reissued discharge permit signed by representatives of the City will be issued, with one copy returned to the applicant.
 - (c) Failure by the user to submit a complete permit application at least 90 days prior to the expiration of an existing wastewater discharge permit may result in the expiration of that permit prior to approval of the application for a new permit.

Sec. 6-5.404. Industrial wastewater sampling, analysis, and flow measurements.

When requested by the [Public Works Utilities](#) Director and/or designee, a user must submit information on the nature and characteristics of its wastewater within 90 days of the request. The [Public Works Utilities](#) Director is authorized to prepare a form for this purpose and may periodically require users to update this information. Minimum detection levels shall be as determined by the [Public Works Utilities](#) Director.

- (a) *Measurement devices.* All dischargers making periodic measurements shall furnish and install at the control manhole or other appropriate location a calibrated flume, weir, flow meter, or similar device approved by the [Public Works Utilities](#) Director and/or designee and suitable to measure the industrial wastewater flow rate and total volume. A flow indicating, recording, and totalizing register may be required by the [Public Works Utilities](#) Director and/or designee. In lieu of the wastewater flow measurement, the [Public Works Utilities](#) Director and/or designee may accept records of water usage and adjust the flow volumes by suitable factors to determine peak and average flow rates for the specific industrial wastewater discharger.
- (b) *Inspections of measurement devices.* The sampling, analysis, and flow measurement procedures, equipment, and results shall be subject at any time to inspection by the City. The sampling and flow measurement facilities shall be such as to provide safe access for authorized personnel.
- (c) *Measurement frequency.* Those industrial wastewater dischargers required by the [Public Works Utilities](#) Director and/or designee to make periodic measurements of industrial wastewater flows and constituents shall annually make the minimum number of such measurements required. The minimum requirements for such periodic measurements shall be:
 - (1) At least one 24-hour measurement per year. Representative samples of the industrial wastewaters shall be obtained at least once per hour over the 24-hour period, properly refrigerated, composited according to measured flow rates during the 24 hours, and analyzed for the specified wastewater constituents;
 - (2) Dischargers required to sample on only a few days per year shall sample during the periods of highest wastewater flow and wastewater constituent discharges; and
 - (3) Industrial plants with large fluctuations in quantity or quality of wastewaters may be required to provide continuous samplings and analyses for every working day. When required by the [Public Works Utilities](#) Director, dischargers shall install and maintain in proper order automatic flow-proportional sampling equipment and/or automatic analysis and recording equipment.

Measurements to verify the quantities of waste flows and waste constituents reported by industrial dischargers will be conducted on a random basis by personnel of the City.

Sec. 6-5.405. Discrepancies between actual and reported industrial wastewater discharge quantities.

- (a) Should measurements or other investigations reveal that the industrial discharger is discharging a flow rate or a quantity of biochemical oxygen demand or suspended solids significantly in excess of that stated in the

industrial wastewater permit or in excess of the quantities reported to the City by the discharger and upon which the industrial wastewater treatment charges are based, the discharger shall apply for an amended industrial wastewater permit and shall be assessed for all delinquent charges, together with the penalty and interest. Before these charges shall be assessed, at least two additional 24-hour samples and flow measurements shall be obtained by the City with all the costs of sampling and analysis to be paid by the discharger.

- (b) An industrial discharger found in violation, shall be presumed, in the absence of other evidence, to have been discharging at the determined parameter values over the preceding three years or subsequent to the previous City verification of quantity parameters, whichever period is shorter.

Sec. 6-5.406. Pretreatment of industrial wastewater.

Sec. 6-5.406.A. Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 6-5.208 of this chapter within the time limitations specified by the EPA, the State, or the Public Works Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities, including operating and maintenance procedures, shall be submitted to the ~~Public Works~~Utilities Director for review, and shall be acceptable to the ~~Public Works~~Utilities Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this chapter.

Sec. 6-5.406.B. Additional pretreatment measures.

- (a) Whenever deemed necessary, the ~~Public Works~~Utilities Director and/or designee may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this chapter.
- (b) The ~~Public Works~~Utilities Director and/or designee may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (c) Grease, oil, and sand interceptors shall be provided when, in the opinion of the ~~Public Works~~Utilities Director, they are necessary for the proper handling of wastewater containing excessive amounts of grease, oil, or sand, except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the ~~Public Works~~Utilities Director and/or designee and shall be so located as to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, according to the manufacturer's guidelines, by the user at their expense.
- (d) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- (e) The ~~Public Works~~Utilities Director may deny, condition, and/or limit without restriction new or increased contributions of pollutants or changes in the nature of pollutants, when the discharger does not meet pretreatment standards and the discharge would cause the POTW to violate its NPDES permit.

Sec. 6-5.406.C. Accidental discharge/slug control and countermeasures plans.

- (a) Each discharger shall provide protection from the accidental discharge of prohibited materials or other wastes regulated by this chapter. Where necessary, or as directed by the [Public WorksUtilities](#) Director, retention basins, dikes, storage tanks, or other facilities designed to eliminate, neutralize, offset, or otherwise negate the effects of prohibited materials or wastes discharged in violation of this chapter shall be installed.
- (b) Dischargers shall notify the City immediately when accidental discharges of wastes in violation of this chapter occur so that countermeasures may be taken by the City to minimize damages to the sewer system, treatment plant, treatment process, or for any fines imposed on the City on account thereof under Water Code § 13350, or for violations of Fish and Game Code § 565.
- (c) In the event of an accidental discharge in violation of this chapter, the discharger shall furnish the City, within five days of the date of the occurrence, a detailed written statement describing the causes of the accidental discharge and the measures being taken to prevent future occurrences.
- (d) In order for employees of dischargers to be more fully informed of City requirements, copies of this chapter shall be permanently posted on bulletin boards of dischargers that shall be easily visible by all employees, together with such other industrial waste information and notices which may be furnished by the City.
- (e) Sewer connections within the discharger's plumbing or drainage system shall be appropriately labeled to warn operating personnel against the discharge of any substance in violation of this chapter.

The [Public WorksUtilities](#) Director and/or designee shall evaluate whether each significant industrial user needs a plan or other action to control slug discharges. Significant industrial users must be evaluated within one year of being designated a significant industrial user. For purposes of this subsection, a slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits, or permit conditions. The results of such activities shall be available to the approval authority upon request. Significant industrial users are required to notify the POTW immediately of any changes at its facility affecting potential for a slug discharge. If the POTW decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the [Public WorksUtilities](#) Director of any accidental or slug discharge, as required by Section 6-5.806 of this chapter; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants including solvents, and/or measures and equipment for emergency response.

Sec. 6-5.406.D. Hauled wastewater.

- (a) All persons owning vacuum or "cesspool" pump trucks or other liquid waste transport trucks and desiring to discharge septic tank, seepage pit, interceptor, or cesspool contents, industrial liquid wastes, or other liquid wastes to sewerage facilities of the City or to facilities that discharge directly or indirectly to such sewerage facilities shall first obtain a septage waste disposal general permit. All applicants for coverage under the septage general permit shall:

- (1) Complete the application form;
 - (2) Pay the appropriate fee;
 - (3) Receive a copy of the City regulations governing discharges to sewers of liquid wastes from trucks;
 - (4) Agree, in writing, to abide by these regulations.
- (b) The septage waste disposal general discharge permit shall be valid for the time period listed therein and in no case shall the permit exceed five years.
 - (c) Any person negligently or willfully violating the City requirements for liquid waste discharges from trucks shall be in violation of this chapter and may have their permit revoked by the Public Works Utilities Director.
 - (d) Septic tank waste may be introduced into the POTW only at locations designated by the Public Works Utilities Director, and at such times as are established by the Public Works Utilities Director. Such waste shall not violate Article 2 of this chapter or any other requirements established by the City.
 - (e) The Public Works Utilities Director and/or designee shall require haulers of industrial waste to obtain wastewater discharge permits. The Public Works Utilities Director may require generators of hauled industrial waste to obtain wastewater discharge permits. The Public Works Utilities Director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this chapter.
 - (f) Industrial waste haulers may discharge loads only at locations designated by the Public Works Utilities Director. No load may be discharged without prior consent of the Public Works Utilities Director. The Public Works Utilities Director and/or designee may collect samples of each hauled load to ensure compliance with applicable standards. The Public Works Utilities Director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
 - (g) All septage waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name, telephone number, and address of the septage waste hauler, permit number, truck identification, names, addresses, and telephone numbers of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.
 - (h) All septage waste haulers must provide, at the time of permit approval, a City of Yuba City business license, current vehicle registration, truck capacity certification for each truck listed, current Yuba and/or Sutter County "sewage pumper vehicle" permit and proof of general liability insurance (bodily injury, personal injury and property damage) and automobile liability insurance in the amount of \$1,000,000 each per occurrence or accident. These amounts may change to reflect the most current City-mandated insurance requirements. The septage waste haulers shall be responsible to provide proof of all these insurance documents including endorsements per City insurance requirements. The City's current insurance requirements can be obtained from the Pretreatment Coordinator.

The City's Public Works Utilities Department shall be exempt from these requirements.

Sec. 6-5.407. Measurement of industrial waste.

Any industrial or commercial user may be required to provide a metering device acceptable to the City, at the user's expense, to permit the accurate determination of the volume of wastewater discharged into the City sewage system. Where the sewage flow is not measured, and unless other arrangements are agreed upon in advance, the volume of sewage flow shall be taken as the metered water consumption. At the option of the Utilities Public Works Director, when the sewage flow is not substantially different than the metered water consumption, the volume of waste for payment may be determined by special agreement or by the use of sewage flow meters installed and maintained by qualified personnel at the user's expense.

Sec. 6-5.408. Industrial wastewater charges.

- (a) *General.* The capital interest and costs shall be determined by the required plant capacity of each industrial user. The major industrial users at the time of adoption of this chapter, Sunsweet Growers, Yuba City Cogeneration, Valley Fine Foods and Greenleaf II, in addition to the operations and maintenance charges, shall pay for the debt service and capital replacement in accordance with their existing contracts with the City and in accordance with the 2016 Wastewater Rate Study. The maximum wastewater charges for industrial wastewater related to the debt service and capital replacement per the rate study are shown in the following tables; however, the actual rates shall be as approved by Council. The Public Works Director shall have the authority to negotiate and execute new agreements with new industrial users for the debt service and capital replacement costs based on the current rate study and as approved by the City Council.

Sunsweet Growers Inc.—Wastewater Charges for Debt Service and Capital Replacement

Category	Maximum Rates
Debt Service	\$7,680.00
Capital Replacement	\$35,304.00

Yuba City Cogeneration—Wastewater Charges for Debt Service and Capital Replacement

Category	Maximum Rates
Debt Service	\$790.27
Capital Replacement	\$600.00

Valley Fine Foods Company—Wastewater Charges for Debt Service and Capital Replacement

Category	Maximum Rates
Debt Service	\$562.94
Capital Replacement	\$1,848.12

Greenleaf II—Wastewater Charges for Debt Service and Capital Replacement

Category	Maximum Rates
Debt Service	\$1,126.66
Capital Replacement	\$600.00

- (ab) *Industrial user rates.* Industrial users fees and charges will be shall be established in the City's fee schedule (also known as a master fee schedule), which may be updated or amended by resolution. Maximum rate and fee limits established by the Proposition 218 process shall also be adopted by resolution. charged the rates stated in the most recent wastewater rate study/revenue program as adopted by the Council, which charges shall reflect the user's contribution to the total wastewater loading of the treatment works and will recognize volume, BOD, and suspended solids (SS) to ensure a proportional distribution of costs to each user. The maximum industrial user rates are shown in the table below in accordance with 2016 Wastewater Rate Study and approved following the Proposition 218 process. However, the City Council retains the authority to set the actual rates each fiscal year by Resolution, which may be found in the City's annual fee schedule on the City's website. The Public Works Director shall have the authority to negotiate and execute new agreements with new industrial users for user rates based on the latest wastewater rate study and the rates as set by Council.

Category	<u>Fiscal Year</u> <u>2027</u>	<u>Fiscal Year</u> <u>2028</u>	<u>Fiscal Year</u> <u>2029</u>	<u>Fiscal Year</u> <u>2030</u>	Proposition 218 Maximum Rates <u>Fiscal</u> <u>Year 2031</u>
Flow Charge (per million gallon)	<u>\$7,778.51</u>	<u>\$8,984.18</u>	<u>\$9,613.07</u>	<u>\$10,285.99</u>	<u>\$3,763.63</u> <u>\$10,748.86</u>
BOD Charge (per lb.)	<u>\$0.423</u>	<u>\$0.488</u>	<u>\$0.523</u>	<u>\$0.559</u>	<u>\$0.385</u> <u>\$0.584</u>
SS Charge (per lb.)	<u>\$0.433</u>	<u>\$0.501</u>	<u>\$0.536</u>	<u>\$0.573</u>	<u>\$0.290</u> <u>\$0.599</u>

- (c) *Billing period.* During each fiscal year, there will be 13 four-week billing periods. The Finance Director may divide the annual cost into 13 equal billings and combine the user's share of ~~operation and maintenance~~ user costs, plus any assessment for additional costs caused by the user discharging wastewater in violation of the provisions of this chapter.
- (d) *Payment of charges and delinquent charges.* All fees and charges imposed under the provisions of this chapter shall be due and payable upon the receipt of the notice of charges. Unpaid charges shall become delinquent 60 days after mailing or delivering the notice of charges. A basic penalty charge of 10% of the unpaid amount shall be added to any fee or charge which becomes delinquent. Interest at the rate of 2% per month shall accrue on the total of all delinquent charges, plus all penalty charges.
- (e) *Determination of charges.*
- (1) ~~Capacity.~~ The actual plant capacity for each industrial user will be determined by the highest daily volume, pounds of BOD, and pounds of suspended solids discharged into the sanitary sewer system measured by averaging the highest three consecutive days during the prior fiscal year. The three determining factors for industrial capacity will not necessarily peak during the same period. New industrial users will estimate their plant capacity requirements and make periodic deposits as determined by the Finance Director during their first year of operation with an adjustment billing or credit, whichever the case may be, within 30 days after the end of the fiscal year. If the period of operation during the first fiscal year is not sufficient to determine a plant capacity, the second-year operation capacity requirements will be used as if the industry was a new user in that year. The Public Works Director shall have the authority to negotiate and execute new agreement with the new industrial users for the debt service and capital replacement costs.
 - ~~(2)~~ *Actual discharges.* ~~The Industrial operation and maintenance sewer service charges~~ costs will be based on the actual volume, pounds of BOD, and suspended solids. It will be the industrial user's responsibility to provide composite samples of its discharges for determining the BOD and suspended solid testing.

Each sample shall be marked with the beginning and ending meter reading of the volume discharge during the period the composite sample was taken. The volume measured by the meter readings and the test results of the composite samples will be used to calculate the pounds of BOD and suspended solids and will be the basis of the billing operation and maintenance charges. If there are time periods when the meter readings of the composite samples are not consecutive, the City, at its sole discretion, will determine the parts per million (ppm) of the BOD and suspended solids for that volume that a sample was not received.

(3) *Conversion factors.*

Cubic feet × 7.48 = gallons

Pounds per day (BOD or suspended solids) = test results (mg/L) × 8.34 × flow (million gallons per day; MGD)

Article 5. Sewer Service Charges

Sec. 6-5.501. Charges for service.

- (a) All charges for the extension of, connection to, and use of the City sewerage system shall be in accordance with the provisions of this article, and shall be set by resolution.
- (b) No facilities or services of the City sewerage system shall be furnished to any premises or to any person free of charge, except the City.
- (c) Beginning in 2017, all the charges related to the use of City sewerage collection and treatment system set out in Sections 6-5.408(b), 6-5.507(c) and 6-5.507(d) of this chapter will be reviewed by the City Council on an annual basis as part of the fiscal year budget review process, prior to the July 1 implementation of the increase for each year. The City Council will retain the authority to set by ~~R~~resolution the actual rates less than the maximum rates set out in Sections 6-5.408(b), 6-5.507(c) and 6-5.507(d) of this chapter.

Sec. 6-5.502. Payment of charges.

Before connecting any premises to the City sewerage system, the owner, subdivider, or developer of such premises shall make provisions satisfactory to the Finance Director for the payment of all charges.

Sec. 6-5.503. Sewer connection charges.

- (a) *Purpose.* The purpose of the sewer connection charge is to have the property owner pay their proportionate cost of the sewerage system, including the wastewater treatment facility and sewer collection system lines identified in the wastewater treatment facility and collection system master plan.
- (b) *Collection.* The connection impact fees shall be paid at the option of the developer/applicant at either the issuance of the building permit or at certificate of occupancy for a proposed development project, not at the date of application for a permit. The amount of the impact fees to be paid shall be those fees in effect at the time the fees are paid at either the issuance of a building permit or certificate of occupancy. Exceptions to this requirement may be negotiated between the developer and the City as part of the entitlement and agreement process, subject to City Council approval. The City may require the developer/applicant to pay, as determined by the Public Works Director, inspection fees at the time of building permit.

In case of expansions and/or alterations of the premises, a sewer connection impact charge shall be collected at the time of building permit issuance of:

- (1) The expansion and/or use of the premises which requires additional sewer facilities; and
- (2) The construction or alteration of the premises which changes the parcel use to a higher sewer demand.

For the customers currently not on the City's sewer system, the connection impact fees, including any regular and special permit and inspection fees, shall be charged at the time of connection permit issuance for the connection to the City's sewer system.

(c) *Schedule of charges.* The sewer connection impact charge shall be as set forth in [the City's fee schedule and Section 6-5.507 of this code](#).

(1) *Multiple units; other facilities.* For multiple units, the connection impact fee shall include any common facilities, such as laundry rooms and recreation areas, that would normally be provided as support facilities with multiple dwellings; however, for other facilities that are not the primary support of the multiple dwellings, there shall be an additional fee computed on the basis of the fixture units as hereinafter provided for commercial, industrial, public, and other uses or as determined by the Public Works Director or Utilities Director.

(2) *Commercial and industrial users.* Drainage system fixture units, as set forth in the Uniform Plumbing Code adopted by the City, for commercial users and for industrial users are not included under the provisions of Article 4 of this chapter. If at any time after the payment of the connection charge there is a change of use on the premises, there shall be an additional connection charge calculated at the per fixture unit rate for the number of additional fixture units installed.

(3) *Industrial users.* Connection charges for industrial users shall be determined in accordance with [the City's fee schedule and Article 4](#) of this chapter.

Sec. 6-5.504. Sewer extension charges.

(a) *Purpose.* The purpose of the sewer extension charge is to reimburse the City for its cost to extend the main sewer.

(b) *Collection.* The sewer extension charge for a main sewer installed by the City shall be collected before a person may connect their property to the City sewerage system.

(c) *Schedule of charges.* The sewer extension charge provides for the extension of mains. The charge shall be as set forth ~~annually~~ in the City's fee schedule.

Corner lots and lots having more than one frontage where sewer facilities exist or are planned shall pay extension fees based on 60% of the first 175 ft. of total frontage (as measured to the point of intersection of the property lines or the point of intersection of the prolongation of the property lines) and 100% of all frontage in excess of the first 175 ft.

Such reduction shall apply to existing corner lots and shall not apply to corner lots which would be created by new subdivisions, parcel maps, or developments. Such parcels shall pay extension fees based on 100% of all applicable frontage as measured prior to the creation of the side street.

Extension fees will not be applicable to lands within a subdivision or special assessment district if the sewer main was installed at no cost to the City (other than oversizing costs) unless an agreement exists providing for the repayment of extension costs to the original developer or to the special district.

Where substantial evidence indicates that the sewer main was installed at no cost to the City (other than oversizing costs) by special assessment district, a subdivider, developer, or other person, main extension charges shall not be applicable unless set forth in an agreement providing for the repayment of extension to the original installer.

Where a sewer main only serves property on one side of the sewer line, the charge shall be double the current extension charge.

(d) *Agreements.* A property owner, subdivider, or developer may extend the main sewer at his or her own expense in accordance with a reimbursement agreement approved by the Council.

- (e) *Outside users.* The sewer extension charges for all users whose property is outside the City limits shall be the same as the charges applicable if the user were within the City limits.
 - (1) Outside users must execute an extraterritorial agreement with the City prior to extension of the sewer to premises outside the City limits.

Sec. 6-5.505. Sewer service charges.

- (a) *Purpose.* The purpose of the sewer service charge is to provide necessary revenue to operate the sewerage system as a self-sustaining operation.
- (b) *Collection.* The sewer service charge shall be collected as follows:
 - (1) On premises served with City water, the billing of sewer service charges shall be added to the charges for water service, and the payment and collection of the total amount shall be made in accordance with [the City's fee schedule and](#) the provisions of Title 6, Chapter 6 of this Code regulating the payment of water service charges.
 - (2) On premises not served with City water, the billing and collecting of sewer service charges shall be made as determined by the Finance Director [if not otherwise set by the City's fee schedule document](#).
- (c) *Schedule of charges.* The sewer service charge for property connected to the sewerage system shall be billed in accordance with the rates established in the City's fee schedule, as set ~~annually~~ by the City Council.
- (d) *Reserved for future use.*
- (e) *Septage waste disposal general discharge permits.* The charge for truckers discharging to the municipal sewer system shall be listed in the City fee schedule ~~document~~ and in accordance with the rates established in Section 6-5.507.

Sec. 6-5.506. Meters may be required.

All sewer services may be metered at the discretion of the City. The ~~Public Works~~Utilities Director may require any user, at their sole expense, to install a meter. The meter shall be approved by the ~~Public Works~~Utilities Director before installation.

Sec. 6-5.507. Summary of charges.

~~All the latest and Fees and~~ current charges shall be found in the City's fee schedule ~~document~~[\(also known as the master fee schedule\) which may be amended or updated by resolution. Maximum rate and fee limits established by the Proposition 218 process shall also be adopted by resolution. The City updates the fee schedule document annually and posts it on the City's website. This section shows the applicable fee categories, which will be reviewed and adjusted by the City Council annually.](#)

~~Beginning in 2017, all charges related to the use of City wastewater treatment and collection system set out in this section will be reviewed by the City Council on an annual basis as part of the fiscal year budget review process, prior to the July 1 implementation of the increase for each year periodically to confirm alignment with budgetary needs and desired implementation. The City Council will retain authority to set by Resolution the actual rates less than the maximum rates set out in this section.~~

- (a) *Sewer connection charge type.*
 - (1) Single-family residential users, calculated per unit.
 - (i) Single-family users are defined as single-family dwelling units, including any accessory dwelling units which do not exceed 750 square feet as part of the single-family dwelling unit.

- (ii) An accessory dwelling unit (ADU) shall be defined as per Municipal Code Section 8-5.5001. The ADU shall not alter the character of the principal use of the parcel, e.g., residential.
- (2) Multi-dwelling users, calculated per unit.
 - (i) Multi-dwelling users include: duplexes, single-family dwelling units plus any accessory dwelling units exceeding 750 square feet and two or more apartments, mobile homes, or trailers on one parcel.
- (3) Commercial and industrial users as defined in the Uniform Plumbing Code and applicable to users other than as defined in Article 4 of Chapter 5 of Title 6 of this Code, calculated per fixture unit.
 - (i) The charges to a commercial user will be based on the applicable base charge as shown in the table below plus the flow charge for the actual water usage.
 - (ii) Commercial User Monthly Charge = Base Charge + (Flow Charge x actual water usage in 100 CF).
 - (iii) Mixed-use parcels, consisting of both commercial and residential components, shall only be charged the commercial surcharge after the residential baseline has been reached.
- (4) Any customer that paid a connection impact fee prior to July 1, 2000 may complete the project at any time and is not subject to connection impact charge rate adjustments or credit of interest. Any connection impact charges paid on July 1, 2000, or later, and the project is completed within 18 months, will not be subject to any additional connection impact charges or interest credits. A project is deemed completed when all building permits are paid and a final inspection report is issued or as determined by the Public Works Director. Any connection charges paid on July 1, 2000, or later and the project is not completed within 18 months will be subject to the connection impact charge in effect at the time of project completion, and will be entitled to interest credit as to any connection impact charge increases. Interest will only be allowed as a credit toward connection impact charges increases and, in no event, shall customer be entitled to any refund of interest. Interest will accrue, beginning 18 months after the initial purchase, based on the initial connection charge payment. Interest payment will be credited semi-annually on January 1 and July 1 based on the previous average semi-annual rate of the local agency investment fund administered by the California State Treasury. Connection permits or charges cannot be sold or transferred between any parties other than Yuba City.
- (b) *Extension charges.* Sewer extension charges as per [the City's fee schedule](#) and Section 6-5.504 of this Code are calculated per front foot, and can be found in the City's annual fee schedule.
- (c) *Sewer service charges.* [Sewer service charges are as set in the City's fee schedule. The charts below enumerate the maximum charges authorized following the 2016 Proposition 218 process. Actual rates are subject annually to Council approval, and may be found in the City's annual fee schedule, located on the City's website and effective dates are subject to Council approval and shall be established via Resolution.](#) No credit shall be allowed for vacancy.

Single-Family Users Flat Rate Service Charge per Month per Unit

	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>	<u>Fiscal Year 2029</u>	<u>Fiscal Year 2030</u>	<u>Proposition 218 Maximum Rates Fiscal Year 2031</u>
<u>Charge/month</u>	<u>\$67.56</u>	<u>\$78.03</u>	<u>\$83.49</u>	<u>\$89.34</u>	<u>\$65.27</u> <u>\$93.36</u>

Multi-Dwelling Units Flat Rate Service Charge per Month per Unit

	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>	<u>Fiscal Year 2029</u>	<u>Fiscal Year 2030</u>	<u>Proposition 218 Maximum RatesFiscal Year 2031</u>
Charge/month	<u>\$54.05</u>	<u>\$62.42</u>	<u>\$66.79</u>	<u>\$71.47</u>	<u>\$52.23</u> <u>\$74.69</u>

Commercial Monthly Rate Service Charge per Month (Base Charge + Flow Charge)

	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>	<u>Fiscal Year 2029</u>	<u>Fiscal Year 2030</u>	<u>Propositio n-218 Maximum RatesFisca l-Year 2031</u>
<u>Base Rate</u>	<u>\$67.56</u>	<u>\$78.03</u>	<u>\$83.49</u>	<u>\$89.34</u>	<u>\$93.36</u>
<u>C1 Flow Rate (per 100 CFBase Charge)*</u>	<u>\$3.90</u>	<u>\$4.50</u>	<u>\$4.82</u>	<u>\$5.15</u>	<u>\$65.27</u> <u>\$5.39</u>
<u>C2 Flow Rate (per 100 CFBase Charge)*</u>	<u>\$4.42</u>	<u>\$5.11</u>	<u>\$5.47</u>	<u>\$5.85</u>	<u>\$73.44</u> <u>\$6.11</u>
<u>C3 Flow Rate (per 100 CFBase Charge)*</u>	<u>\$7.07</u>	<u>\$8.17</u>	<u>\$8.74</u>	<u>\$9.35</u>	<u>\$88.95</u> <u>\$9.77</u>
<u>Flow Charge* (per 100 CF)</u>					<u>\$2.57</u>

Category C1 users are low-strength commercial customers, which shall include include the user types listed below. The Public WorksUtilities Director shall have the right to expand the list or to move any listed type to a different category.

Retail/office
Auditorium/hall
Storage
Church
Animal shelter
Beauty/barber shop
Florist
Library
Day care
Bowling alley

Medical-office
Fitness-center
Laundromat
Car-wash
Fairgrounds
Hospital
Municipal-jail
Theatre/cinema
Veterinary-clinic
Gas-station (no-market/disposal)
Bakery/deli/café (no disposal)
Restaurant/bar (no disposal)
Assisted-living/convalescent hospital

Category C2 users are medium-strength commercial customers, which shall include the user types listed below.
The Public Works Utilities Director shall have the right to expand the list or to move any listed type to a different category.

Bed/breakfast
Hotel/motel
Dry-cleaners
Auto-sales
Autobody-shop
Funeral-home

Category C3 users are high-strength commercial customers, which shall include the user types listed below. The Public Works Utilities Director shall have the right to expand the list or to move any listed type to a different category.

Fast-food
Market
Gas-station (with market)
Bakeries and delis (with disposal)
Restaurant/bar (with disposal)

- (d) *Sewer service charges for schools.* Fees and charges for schools are as set by the City's fee schedule, and are subject to the following: ~~The maximum sewer service charges authorized following the 20216 Proposition 218 process for schools are listed in the table below. The City Council retains the authority to set the actual rates by Resolution, which may be found in the City's annual fee schedule on the City's website. Actual rates are subject annually to Council approval, and may be found in the City's annual fee schedule on the City's website.~~

- (1) Sewer service charges for schools are calculated per student per year. This is represented by average daily attendance for the past school year for number of students.
- (2) Yuba City Unified School District is billed once per year after July 1 for the previous year.

Per Student Service Charge per Year for Schools

	<u>Fiscal Year 2027</u>	<u>Fiscal Year 2028</u>	<u>Fiscal Year 2029</u>	<u>Fiscal Year 2030</u>	<u>Proposition 218 Maximum RateFiscal Year 2031</u>
Charge/Year	<u>\$31.39</u>	<u>\$36.26</u>	<u>\$38.80</u>	<u>\$41.51</u>	<u>\$29.97</u> <u>\$43.38</u>

- (e) *Septic haulers/truckers discharge charges.* Septic tank trucks discharging at the City wastewater treatment plant shall be charged a volumetric rate as set by the City's fee schedule subject to the following: ~~to cover the costs of treatment, maintenance, administration, and other costs associated with the septage hauler program. The maximum rates for price per gallon and minimum charges are shown in the table below; actual rates shall be set by Council each fiscal year by Resolution and can be found in the City's annual fee schedule on the City's website.~~

(1) ~~Minimum charge per dump shall be equal to or greater than 400 gallons per dump.~~

(2) ~~The 2016 Proposition 218 process established maximum charges using the following formula based on the 10,000-gallon monthly average wastewater flow estimate for single-family dwelling unit and 77% of the service charges of treatment and disposal of septage including administration and pretreatment. The maximum rates for price per gallon and minimum charges are shown in the table below; actual rates shall be set by Council each fiscal year and can be found in the City's annual fee schedule on the City's website.~~ The charge per gallon is calculated per the formula below.

$$\text{Charge per Gallon (\$)} = \frac{\text{Monthly Single Family Unit Charge} \times 100 \times 77\% (\$)}{10,000 (\text{gallon})}$$

(1) ~~Minimum charge per dump shall be greater than 400 gallons per dump.~~

Septic Discharge Charges per Gallon

	<u>Proposition 218 Maximum Rates</u>
Charge (\$) per gallon	0.502
Minimum Charge (\$) 400-gallons per dump	\$200.99

- (f) *Permitted industrial user charges.* Industrial users permitted through the City's pretreatment program shall be required to pay the charges in accordance with the City's fee schedule and Section 6-5.408 of this chapter, as approved ~~annually~~ by City Council.
- (g) *Annual adjustments.* ~~Annually on July 1 of each year, fees and charges in Sections 6-5.507(a), 6-5.507(b), and 6-5.508 shall be adjusted based on the previous April value of the Twenty City Average of Engineering News-Record Construction Index.~~
- (h) The wastewater discharge permit fees in reference to Section 6-5.403.A shall be as set by the City's fee schedule. ~~adjusted annually based on the wastewater service charge increases. The following table enumerates the maximum charges authorized following the 2016 Proposition 218 process. Actual rates~~

are subject annually to Council approval, which may be found in the City's annual fee schedule on the City's website.

- (1) ~~Industrial users with more than one wastewater effluent discharge monitoring point shall be assessed an additional \$500 annual fee per additional effluent monitoring point.~~

Wastewater Discharge Permit Fee Schedule

Category	Proposition 218 Maximum Rates
~~Non-significant Categorical Industrial User~~	~~—\$659.71~~
Permitted Industrial User	\$1,048.38
Groundwater	\$1,048.38
Septic Hauler	~~—\$659.71~~
Significant Industrial User	\$1,677.41

- (i) *Outside City user's charges.* ~~Reserved for future use.~~ Outside City user's charges shall be as set by the City's fee schedule.

Sec. 6-5.508. Special sewer connection fee.

All charges contained in this section shall be found in the City's fee schedule document.

- (a) *Purpose and application.* A special sewer connection fee shall be applied solely and strictly to the service area known as "Sewer Trunk Line Facilities for West Yuba City Area" in accordance with the City Resolution 02-097 dated July 16, 2002. The Sewer Trunk Line Facilities for West Yuba City Area Map is on file at the office of the Public Works Director. The general boundaries of the service area are: Pease Road to the north, Bogue Road to the south, Township Road to the west and variable locations, west of State Route 99, to the east.

- (b) *Schedule of special connection fee and collection thereof.* All the latest and current charges shall be found in the City's fee schedule document. ~~The City updates the fee schedule document annually and posts it on the City's website.~~ The charges shall be divided into two categories:

West Yuba City sewer trunk, residential, calculated per lot.

West Yuba City sewer trunk, commercial, calculated per plumbing fixture unit.

Sec. 6-5.509. Assessment installments in lieu of payment of wastewater fees.

- (a) *Purpose/findings/definitions.*

- (1) *Purpose.*

- (i) To authorize and establish a procedure for levying assessment installments in lieu of payment of fees associated with the initial extension and connection of sanitary sewer service as outlined in Section 6-5.3, Rules and regulations and Section 6-5.5, Sewer service charges.

- (2) *Findings.*

- (i) There remain within the City's sphere of influence a number of residential and non-residential premises which are still being served by private septic systems rather than being connected to the City wastewater collection system.
 - (ii) One means of facilitating connection of the premises to the City wastewater system is to provide the owners of such premises with an alternate means of financing the wastewater extension and connection fees for assessment installments in lieu of lump sum payment of the fees, which ordinarily become due and payable at the time of connection of the premises to the City wastewater system and before service is established, per the provisions of Section 6-5.503, Sewer connection charges and Section 6-5.504, Sewer extension charges.
 - (iii) The intent in enacting this section of this Code is to provide such financial assistance by allowing payment of such fees over a ten-year period through the levying of assessment installments in lieu of payment of wastewater fees in the manner provided for by this section.
- (3) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (i) *Wastewater fees* shall mean any and all fees and charges associated with the extension and connection of new regular wastewater services, as described in Section 6.5.5, Sewer service charges.
 - (ii) *Assessment installments* shall mean the assessments levied on the property's taxes over a ten-year period following approval by the City Council and direction to the County Auditor. This shall include any interest thereon or subject administrative fees.
 - (iii) *Engineer* shall mean the City Engineer, who may also be the Public Works Director.
 - (iv) *City wastewater service area* shall mean the area within the City's incorporated limits and sphere of influence which is or may be served by the City wastewater collection system.
- (b) *Applicability.* The provisions of this section shall apply to and authorize the levy of assessment installments in lieu of payment of wastewater fees for the following residential and non-residential premises within the City wastewater service area connecting to the City wastewater collection system:
 - (1) *Premises within the incorporated territory of the City of Yuba City.* Where premises connecting to the City wastewater collection system are located in that part of the City wastewater service area within the incorporated territory of the City, this section shall authorize the levy of assessment installments in lieu of payment of wastewater fees if, and only if, such assessment has been approved and authorized by the City Council, and if such premises are presently being served by a private septic system, it will be abandoned entirely per the regulations and requirements of Sutter County Environmental Health.
 - (2) *Premises within the City's sphere of influence in the County of Sutter.* Where the premises being connected to the City wastewater collection system are located in that part of the City wastewater service area within the City's sphere of influence in the County of Sutter, this section shall authorize the levy of assessment installments in lieu of payment of wastewater fees if, and only if, such assessment has been approved and authorized by the City Council; if such premises are presently being served by a private septic system, it will be abandoned entirely per the regulations and requirements of Sutter County Environmental Health; and upon execution of an extraterritorial agreement with the City.
- (c) *Petition for levying assessment installments in lieu of payment of wastewater fees.*
 - (1) Proceedings for levying assessment installments in lieu of the payment of wastewater fees shall be initiated by a petition filed in the office of the Engineer.
 - (2) Such petition shall describe the premises to be connected to the City wastewater collection system by street address or other method sufficient to enable the Engineer to identify the location and boundaries of such premises; shall include a declaration that if such premises are presently being

served by a private septic system, it will be abandoned entirely per the regulations and requirements of Sutter County Environmental Health; and shall be signed by and set forth the mailing address of all persons owning an interest in the fee title to the premises.

- (3) Any such administrative or operational costs incurred by the processing of the petition in the manner provided for by this section may be charged as a petition fee at the discretion of the Engineer.

(d) *Report of Engineer on assessment petition.*

- (1) Following receipt of an assessment petition, the Engineer shall promptly cause a report to be made on the petition.
- (2) The report shall set forth the following:
 - (i) A description of the premises which are the subject of the petition both by legal description and assessor's parcel number;
 - (ii) The name and mailing address of all persons owning an interest in the fee title to such premises;
 - (iii) A determination as to whether the premises are located in that part of the City wastewater service area within the incorporated territory of the City or that part of the City wastewater service area within the City's sphere of influence in the County of Sutter;
 - (iv) A computation of the total amount of the wastewater fees which would become due and payable in accordance with the provisions of Sections 6-5.5 of this chapter at the time of connection of the premises to the City wastewater collection system and before service is established; and
 - (v) A schedule of the assessment installments to be levied against the subject premises in order to pay all such wastewater fees, together with interest and an administrative fee thereon, in ten annual installments, all at the time, in the amounts, and in the manner hereinafter provided by this section.
- (3) Following completion of such report, the Engineer shall cause the petition and report to be brought before the City Council for consideration for approval and authorization.

(e) *Consideration of assessment petition by City Council.*

- (1) On the date and at the time of the City Council meeting on the assessment petition, the City Council shall consider the assessment petition, the report of the Engineer on the assessment petition, and any other relevant matters bearing on the petition and/or the assessment installments to be levied in lieu of payment of wastewater fees pursuant to the assessment petition.
- (2) Following consideration, of the assessment petition and report, the City Council may, by resolution:
 - (i) Grant the petition and levy assessment installments in lieu of payment as outlined herein this section;
 - (ii) Direct the City Manager, Engineer, Finance Director, and any other necessary staff to conduct any required action(s);
 - (iii) Approve an extraterritorial agreement in cases where the subject premises fall outside of City limits but within the City's sphere of influence.

(f) *Establishment of assessment installments.*

- (1) Upon receipt of a certified copy of a resolution of the City Council levying assessment installments in lieu of payment of wastewater fees, the Engineer shall cause the resolution to be recorded in the official records of the County of Sutter.
- (2) After the date of such recordation, the assessments provided for by such resolution shall constitute a lien upon the premises which are the subject of the resolution which shall have the priority and effect of an assessment lien as provided for by Article 13, Chapter 4, Part 1, Division 2, Title 5 of the California

Government Code (commencing with Section 53930) or any other law of the State of California applicable to assessment liens levied by a municipality.

- (3) Following recordation, the Engineer shall ensure that such resolution be transmitted to the Sutter County Auditor with the request that the assessment installments levied by the resolution be added to the County tax rolls at the time and manner provided therein.
- (4) Thereafter, all assessment installments provided for in the resolution which become due in any year, together with all interest thereon, shall be payable in the same manner and at the same time that general taxes of the County on real property are payable, and such assessment installments and all interest and fees thereon shall become delinquent at the same time and bear the same proportional penalty and interest after delinquency as do the general taxes of the County on real property.

(g) *Assessment installments.*

- (1) *Timing of payment.* Assessments in lieu of the payment of wastewater fees, including interest thereon and any required administrative fees, shall be levied in ten equal installments of principal, interest, and administrative fees due and payable as follows:
 - (i) Where the resolution levying the assessment installments is adopted by the City Council between January 1st and July 10th, assessment installments shall be due payable commencing on November 10th of the calendar year in which the resolution was adopted and on November 10th of each year thereafter until all assessment installments have been paid in full, November 10th being the same date that County property taxes are due and payable under the laws of the State of California.
 - (ii) Where the resolution levying the assessment is adopted by the City Council between July 11th and December 31st, assessment installments shall be due and payable commencing on November 10th of the calendar year next succeeding the calendar year in which the resolution was adopted and on November 10th of each year thereafter until all assessment installments have been paid in full.
- (2) *Calculation of interest.* Interest on assessment installments shall be computed on the basis of an interest rate equal to the rate of cash held in pooled investments (LAIF), as calculated and published for the previous fiscal quarter, together with all appurtenant documents and fees required by this section, is filed in the office of the Engineer, plus 2% annual interest and an annual administrative fee of 2%.
- (3) *Prepayment.* Assessment installments may be prepaid at any time between the date of adoption of the City Council resolution and the date the last assessment installment is due and payable by depositing with the Treasurer-Tax Collector of the County of Sutter a sum equal to the principal, interest, fees, and any penalties due on any delinquent installments on prior tax years and a sum equal to the principal, interest, and fees due on the current tax year assessment roll, and then depositing with the City Finance Director a sum equal to the unpaid principal of any remaining assessment installments, exclusive of any interest or fees thereon.
 - (i) Upon prepayment of the remaining assessment installments, the City Finance Director shall request the Sutter County Auditor to remove all such assessment installments from the County tax rolls and shall also cause the assessment lien levied by the City Council resolution to be released in the manner herein provided by this section.
- (4) *Penalty for unpaid assessment installments.* In the event any assessment installment levied per this section and/or any interest, penalties, or other charges accruing thereon are not paid when due, the City Council may, not later than four years after the due date of the last such installment, order that the same be collected by an action brought in the Superior Court to foreclose the lien thereof, all in the manner provided for by the Improvement Bond Act of 1915, as set forth in Part 14, Division 10 of the Streets and Highways Code.

- (h) *Release of assessment lien.* Where all assessment installments levied in the manner provided for by this chapter have been paid in full, either by reason of the prepayment of such assessment installments or otherwise, the Finance Director shall execute and record in the official records of the County of Sutter a notice stating that the assessment lien levied by the City Council resolution is being released.

Article 6. Administrative Enforcement Remedies

Sec. 6-5.601. Public WorksUtilities Director enforcement.

Sec. 6-5.601.A. Notification of violation.

When the Public WorksUtilities Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Public WorksUtilities Director may serve upon that user a written notice of violation (NOV). The industrial user in noncompliance may be required to provide an explanation of the violation and a plan for the satisfactory correction and prevention thereof, including specific required actions, which shall be submitted by the user to the Public WorksUtilities Director. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Public WorksUtilities Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

Sec. 6-5.601.B. Consent orders.

The Public WorksUtilities Director may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 6-5.601.D and 6-5.601.E of this chapter and shall be judicially enforceable.

Sec. 6-5.601.C. Show cause hearing.

The Public WorksUtilities Director may order a user which has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Public WorksUtilities Director and show cause as to why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause as to why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 30 days prior to the hearing. Such notice may be served on any authorized representative of the user. A show-cause hearing shall not be a bar against, nor prerequisite for, taking any other action against the user.

Sec. 6-5.601.D. Compliance orders.

When the Public WorksUtilities Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Public WorksUtilities Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the

deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, nor a prerequisite for, taking any other action against the user.

Sec. 6-5.601.E. Cease and desist orders.

When the Public Works Utilities Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Public Works Utilities Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (a) Immediately comply with all requirements; and
- (b) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, nor a prerequisite for, taking any other action against the user.

Sec. 6-5.601.F. Administrative fines.

- (a) When the Public Works Utilities Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Utilities Director may fine such user in an amount not to exceed \$25,000 per violation, per day. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
- (b) Unpaid fines under this section shall, after 60 days, constitute a lien against the real property of the discharger from which the discharge originated. The lien shall have no force and effect until recorded with the County Recorder after which its applicability will remain, in accordance with provisions of California Civil Procedure Code §§ 683.110 to 683.220, inclusive.
- (c) Users desiring to dispute such fines must file a written request for the Public Works Utilities Director to reconsider the fine, along with full payment of the fine amount, within 30 days of being notified of the fine. Where a request has merit, the Public Works Utilities Director may convene a hearing on the matter. In the event that the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The Public Works Utilities Director may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- (d) Issuance of an administrative fine shall not be a bar against, nor a prerequisite for, taking any other action against the user.

The City has established an administrative penalty (noncompliance fee) for specific violations incorporated below. The following penalty schedule provides guidance as to the level of fine appropriate for that type of violation. The actual fine, if any, is determined based on the specific circumstances of each individual violation. Noncompliance fees are based on the actual time (staff hourly rates) and monitoring and testing costs incurred by the City in the investigation and resolution of noncompliance events. The responsible party shall be responsible to pay any type of administrative fines.

Violation	Penalty Schedule
Failure to submit discharge permit application by NOV deadline	\$500
Failure to submit discharge permit renewal by NOV deadline	\$500
Failure to meet schedule set forth in Administrative Order for discharge permit application or renewal	\$750
Failure to submit report by NOV deadline	\$500

Submittal of chronically late or unacceptable reports	\$500
Failure to comply with sampling/monitoring requirements of NOV and/or Warning Letter	\$750
Failure to comply with pretreatment, sampling, or monitoring equipment installation/maintenance requirements of NOV and/or Warning Letter	\$750
Publication of SNC	\$750
Frequent (insignificant) exceedances of discharge limit (permit, local limit, and/or categorical)	\$500
Failure to comply with NOV requirements related to the FOG program	\$500

Sec. 6-5.601.G. Emergency suspensions.

The Public WorksUtilities Director may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Public WorksUtilities Director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

- (a) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution to the POTW. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Public WorksUtilities Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW and/or its receiving stream or endangerment to any individuals. The Public WorksUtilities Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Public WorksUtilities Director that the period of endangerment has passed, unless the termination proceedings in Section 6-5.601.H of this chapter are initiated against the user.
- (b) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Public WorksUtilities Director prior to the date of any show cause or termination hearing under Sections 6-5.601.C and 6-5.601.H of this chapter.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

Sec. 6-5.601.H. Termination of discharge.

In addition to the provisions in Section 6-5.403.F of this chapter, any user who violates the following conditions is subject to discharge termination:

- (a) Violation of wastewater discharge permit conditions;
- (b) Failure to accurately report the wastewater constituents and characteristics of its discharge;
- (c) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- (d) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;
- (e) Violation of the pretreatment standards in Article 2 of this chapter; or
- (f) Failure to comply with the other requirements of this chapter.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 6-5.601.C of this chapter as to why the proposed action should not be taken. Exercise of this option by the Public Works Utilities Director shall not be a bar to, nor a prerequisite for, taking any other action against the user.

Sec. 6-5.601.I. Publication of users in significant noncompliance.

The Public Works Utilities Director shall publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of industrial users, a list of the users, which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term "significant noncompliance" (SNC) shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (c), (d) or (h) of this section) and shall mean:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all the measurements taken for the same pollutant parameter during a six-month period exceeded (by any magnitude) a numerical pretreatment standard or requirement, including instantaneous limits, as defined by Article 2;
- (b) Technical review criteria (TRC) violations, defined here as those in which 33% or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by Article 2 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils, and grease, and 1.2 for all other pollutants except pH);
- (c) Any other violation of a pretreatment standard or requirement as defined by Article 2 (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Public Works Utilities Director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Public Works Utilities Director's exercise of its emergency authority to halt or prevent such a discharge;
- (e) Failure to meet, within 90 days of the scheduled date, a compliance-schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (f) Failure to provide within 30 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (g) Failure to accurately report noncompliance; or
- (h) Any other violation(s), which may include a violation of Best Management Practices, which the Public Works Utilities Director has determined will adversely affect the operation or implementation of the local pretreatment program.

Article 7. Judicial Enforcement Remedies

Sec. 6-5.701. Injunctive relief.

When the Public Works Utilities Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Utilities Director may petition the Superior Court of California, County of Sutter through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The Public Works Utilities Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

Sec. 6-5.702. Civil penalties.

- (a) A user who has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of \$25,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- (b) The Public Works Utilities Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- (c) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- (d) Filing a suit for civil penalties shall not be a bar against, nor a prerequisite for, taking any other action against a user.

Sec. 6-5.703. Criminal prosecution.

- (a) Any user who negligently violates any provision of Water Code §§ 13387(a)1—6, upon conviction, is guilty of a misdemeanor, punishable by a fine of not more than \$25,000 per violation, per day, or imprisonment in the County jail for not more than one year, or both.
- (b) A user who willfully or knowingly introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a fine of not less than \$5,000 nor more than \$50,000, or be subject to imprisonment, in state prison, for not more than three years, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
- (c) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a civil penalty of not more than \$5,000 per violation, per day.
- (d) In the event of a second conviction, a user shall be punished by a fine of not more than \$100,000 per violation, per day, or imprisonment for not more than six years, or both.

Sec. 6-5.704. Remedies nonexclusive.

The remedies provided for in this chapter are not exclusive. The ~~Public Works~~Utilities Director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan, which is located in Article 10 of this chapter; however, the ~~Public Works~~Utilities Director may take other action against any user when the circumstances warrant. Further, the ~~Public Works~~Utilities Director is empowered to take more than one enforcement action against any noncompliant user.

Sec. 6-5.705. Damages to City facilities.

Any unauthorized entering, breaking, damaging, destroying, uncovering, defacing, or tampering with any structure, equipment, or appurtenances which are a part of the City's sewerage system shall be a violation of this chapter. Damages to the City's facilities as a result of such unauthorized entering, breaking, damaging, destroying, uncovering, defacing, or tampering shall be paid by the responsible party or parties. The responsible party shall also be responsible to pay any type of fines resulting from damages to the POTW.

Sec. 6-5.706. Persons responsible for payment.

- (a) *Municipal water system connection.* Where the premises are connected to the municipal water system, the sewer service charges shall be billed to the person who requested such connection to the water system, or their successor in interest, or to any person requesting that such bill be charged to them.
- (b) *Non-municipal water system connection.* Where the premises are not connected to the municipal water system, the sewer service charges shall be billed to the person who requested such connection to the sewerage system, or their successor in interest, or, if no such request was made, to the owner of record of such premises on the date on which such premises were required by the City to be connected to the sewerage system, or to the successor in interest of such person, or to any person requesting that such bill be charged to him or her.
- (c) *Enforcement of payment.* In each case where a bill for sewer services becomes delinquent, the City Manager or Finance Director shall order the premises shut off from the municipal water system. In the event of continued or repeated delinquencies, the City Manager or Finance Director may order the premises disconnected from the municipal water system and/or the sewerage system. When any premises have been shut off or disconnected from either the municipal water system or the sewerage system for the nonpayment of sewer service charges, such water or sewer service shall not be restored and such premises shall not be reconnected until all the delinquencies have been paid to the Finance Department, together with such reasonable charges for reconnecting as may be established.
- (d) *Owner responsible.* Notwithstanding any provisions of this chapter, the property owner shall be additionally responsible for payment of all unpaid water/sewer bills and other fees owed to the City. Any agreement between landlords and tenants to the contrary will not relieve the landlord or record owner of the property of the responsibility for payment of the water and/or sewer service charges to the City.
- (e) *Collection of delinquent sewer charges.* All rates, charges, penalties and interest which remain delinquent as of June 30 of each year may be collected in the same manner as the general taxes for the City for the forthcoming fiscal year, as follows:
 - (1) The City's Finance Department shall prepare a written report, which shall be filed with the City Clerk. The report shall describe each parcel of real property for which there are any delinquencies in any rates or charges for services rendered to each parcel during the preceding year, and the amount of the delinquency. The report of delinquent sewer charges may be combined with the report of any other

delinquent charges, as long as the report identifies the delinquent charges for each service for each parcel.

- (2) The City Clerk shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published once a week for two successive weeks prior to the hearing. The Finance Department shall also mail written notice of the report's filing to each property owner whose property or parcel is identified as being subject to delinquent charges, setting forth individually each property and each of the services and charges due for that property.
- (3) At the time stated in the notice for the prehearing, the Finance Director and/or designee shall hear and consider all objections or protests, if any, to the report concerning the delinquencies in a "prehearing." Thereafter, the Finance Director may revise, change, reduce, or modify any delinquency, or overrule any or all objections thereto. The Finance Director shall then make his or her determination on each delinquency identified in the report, and present the list to the City Council for final determination at the public hearing stated in the notice.
- (4) At the time stated in the notice, following the prehearing and prior to submission to the County of Sutter, the City Council shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter the City Council may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The City Council shall then make its determination on each delinquency identified in the report; the City Council's determination shall be final.
- (5) Following the hearing, on or before August 10 of each year, the City Clerk shall file with the City's Finance Director a copy of the signed report to submit to the County. The Finance Director will submit a request to the Sutter County to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

Sec. 6-5.707. Violations infractions.

In addition to the foregoing, violations of this chapter shall be infractions as provided in Chapter 2 of Title 1 of this Code.

Sec. 6-5.708. Appeals to the City Manager.

- (a) *Procedure.* Except for any decision, action, or determination made by the City Council, any permit applicant, permit holder, or other discharger affected by any decision, action, or determination, including cease and desist orders, made by the City in interpreting or implementing the provisions of this chapter, or any permit issued hereunder, may file with the City Manager a written request for reconsideration within ten days after such decision, action, or determination, setting forth in detail the facts supporting the request. The City Manager may elect to hold a hearing on the request. The request for reconsideration shall be acted upon by the City Manager within ten days after the date of filing or the close of the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the City Manager.
- (b) *Action by the City Manager.* If the ruling made by the City Manager is unsatisfactory to the person requesting reconsideration, he may, within ten days after notice of the action by the City Manager, file a written appeal to the Council.

Sec. 6-5.709. Appeals to the Council.

Any person who is dissatisfied with the action of the City Manager may appeal to the Council in accordance with Chapter 4 of Title 1 of this Code. In the event of such an appeal, the City Manager shall transmit to the Council a report setting forth the reasons for the action taken.

Article 8. Reporting Requirements

Sec. 6-5.801. Baseline monitoring reports.

- (a) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Public WorksUtilities Director a report which contains the information listed in paragraph (b), below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Public WorksUtilities Director a report which contains the information listed in paragraph (b), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (b) Users described above shall submit the information set forth below.
- (1) *Identifying information.* The name and address of the facility, including the name of the operator and owner.
 - (2) *Environmental permits.* A list of any environmental control permits held by or for the facility.
 - (3) *Description of operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - (4) *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
 - (5) *Measurement of pollutants.*
 - (i) The user shall provide the following information:
 - A. The categorical pretreatment standards applicable to each regulated process and any new categorically regulated process for existing sources.
 - B. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Public WorksUtilities Director, of regulated pollutants in the discharge from each regulated process.
 - C. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.
 - D. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Sections 6-5.810 and 6-5.811 of this chapter. Where the standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documents as required by the Public WorksUtilities Director or the applicable standard to determine compliance with the standard.
 - (ii) The user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this paragraph.
 - (iii) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to allow use of the combined waste stream

formula in 40 CFR 403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the control authority.

- (iv) Sampling and analysis shall be performed in accordance with Sections 6-5.810 and 6-5.811 of this chapter.
 - (v) The Public Works Utilities Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.
 - (vi) The baseline report shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis are representative of normal work cycles and expected pollutant discharges to the POTW.
- (6) *Compliance certification.* Compliance certification is a statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- (7) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 6-5.802. of this chapter.
- (8) *Signature and report certification.* All baseline monitoring reports must be signed and certified in accordance with Section 6-5.402.F of this chapter.

Sec. 6-5.802. Compliance schedule progress reports.

The following conditions shall apply to the compliance schedule required in Section 6-5.801(b)(7) of this chapter:

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine months;
- (c) The user shall submit a progress report to the Public Works Utilities Director no later than 14 days following each date in the schedule and the final date of compliance, including, as a minimum, whether or not it complied with the designated increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- (d) In no event shall more than nine months elapse between such progress reports to the Public Works Utilities Director.

Sec. 6-5.803. Reports on compliance with categorical pretreatment standard deadline.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Public Works Utilities Director a report containing the information described in Section 6-5.801(b) of this chapter. For users subject to equivalent

mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 6-5.402.(F) of this chapter.

Sec. 6-5.804. Periodic compliance reports.

- (a) All significant industrial users shall, at a frequency determined by the [Public Works Utilities](#) Director but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practice (BMP) or pollution prevention alternative, the user must submit documentation required by the [Public Works Utilities](#) Director or the pretreatment standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance with Section 6-5.402.(F) of this chapter.
- (b) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep their monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of their discharge.
- (c) If a user subject to the reporting requirement in this section monitors any pollutant at appropriate sampling location more frequently than required by the [Public Works Utilities](#) Director, using the procedures prescribed in Section 6-5.811 of this chapter, the results of this monitoring shall be included in the report.

Sec. 6-5.805. Reports of changed conditions.

Each user must notify the [Public Works Utilities](#) Director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of their wastewater at least 180 days before the change.

- (a) The [Public Works Utilities](#) Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 6-5.402.(E) of this chapter.
- (b) The [Public Works Utilities](#) Director may issue a wastewater discharge permit under Section 6-5.402.(G) of this chapter or modify an existing wastewater discharge permit under Section 6-5.403.(D) of this chapter in response to changed conditions or anticipated changed conditions.
- (c) For purposes of this requirement, significant changes include, but are not limited to, flow increases of 20% or greater and the discharge of any previously unreported pollutants.

Sec. 6-5.806. Reports of potential problems.

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine episodic nature, a non-customary batch discharge, or a slug discharge or slug load, that may cause potential problems for the POTW, the user shall immediately notify the [Public Works Utilities](#) Director and/or his designee of the incident by telephone or email. This notification shall include the location of the discharge, type of waste, concentration, and volume, if known, and corrective actions taken by the user.
- (b) Within five days following such discharge, the user shall, unless waived by the [Public Works Utilities](#) Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense,

loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this chapter.

- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place readily visible by employees advising how to notify the City in the event of a discharge as described in paragraph (a), above. Employers shall ensure that all employees who may cause such a discharge are advised of the emergency notification procedure.
- (d) Significant industrial users are required to notify the [Public WorksUtilities](#) Director immediately of any changes at their facility affecting the potential for a slug discharge.

Sec. 6-5.807. Reports from unpermitted users.

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the [Public WorksUtilities](#) Director as the [Public Works Utilities](#) Director may require.

Sec. 6-5.808. Notice of violation/repeat sampling and reporting.

If sampling performed by a user indicates a violation, the user must notify the [Public WorksUtilities](#) Director and/or designee within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the [Public WorksUtilities](#) Director and/or designee within 30 days after becoming aware of the violation. The user is not required to resample if the [Public WorksUtilities](#) Director and/or designee monitors the user's facility at least once a month for the pollutant that is exceeding permitted limits or if the [Public WorksUtilities](#) Director and/or designee samples between the user's initial sampling and when the user receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the industrial user.

Sec. 6-5.809. Discharge of hazardous waste.

The City prohibits the discharge of any hazardous waste into the POTW (as defined in 40 CFR 261).

Any user who commences the discharge of hazardous waste, whether illegally, accidentally, or otherwise, shall immediately notify the POTW, the EPA Regional Waste Management Division Director, and [s](#)State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 6-5.801, 6-5.803, and 6-5.804 of this chapter.

Sec. 6-5.810. Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or other applicable sampling and analytical procedures, including procedures suggested by the [Public WorksUtilities](#) Director or other parties approved by the EPA. Minimum detection levels shall be as approved by the [Public WorksUtilities](#) Director.

Sec. 6-5.811. Sample collection.

- (a) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (b) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of the conditions occurring during the reporting period.
- (c) Except as indicated in paragraphs (d) and (e) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the **Public WorksUtilities** Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.
- (d) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (e) For sampling required in support of baseline monitoring and 90-day compliance reports required in Sections 6-5.801 and 6-5.803 (40 CFR 403.12(b) and (d)), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the **Public WorksUtilities** Director may authorize a lower minimum. For reports required by paragraphs Section 6-5.804 (40 CFR 403.12(e) and 403.12(h)), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

Sec. 6-5.812. Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report by the carrier shall govern.

Sec. 6-5.813. Record keeping.

Users subject to the reporting requirements of this chapter shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established under Section 6-5.208(b). Records shall include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples, and the dates, analytical techniques or methods, and results of analyses performed and the name of the person(s) who performed the analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the **Public WorksUtilities** Director.

Article 9. Miscellaneous Provisions

Sec. 6-5.901. Pretreatment program fees.

The City may adopt reasonable fees [in the City's fee schedule](#) for reimbursement of costs of setting up and operating the City's pretreatment program. Fees may include;

- (a) Fees for wastewater discharge permit applications, including the cost of processing such applications;
- (b) Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- (c) Fees for reviewing and responding to accidental discharge procedures and construction;
- (d) Fees for filing appeals; and
- (e) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the City.

Sec. 6-5.902. Severability.

If any court of competent jurisdiction invalidates any provision of this chapter, the remaining provisions shall not be affected and shall continue in full force and effect.

Sec. 6-5.903. Affirmative defenses to discharge violations.

Sec. 6-5.903.A. Upset.

- (a) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- (b) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (c), below, are met.
- (c) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs and/or other relevant evidence that:
 - (1) An upset occurred and the user can identify the cause(s) of the upset;
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The user submitted the following information to the [Public Works Utilities](#) Director within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days):
 - (i) A description of the indirect discharge and cause of noncompliance;

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- (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated timeframe that the noncompliance is expected to continue; and
 - (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - (d) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
 - (e) Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
 - (f) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Sec. 6-5.903.B. Bypass.

- (a) For the purpose of this section:
 - (1) *"Bypass"* means the intentional diversion of waste streams from any portion of a user's treatment facility.
 - (2) *"Severe property damage"* means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. "Severe property damage" does not mean economic loss caused by delays in production.
- (b) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (c) and (d) of this section.
- (c) *Bypass notifications.*
 - (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to the ~~Public Works~~Utilities Director, at least ten days before the date of the bypass, if possible.
 - (2) A user shall submit oral notice to the ~~Public Works~~Utilities Director of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The ~~Public Works~~Utilities Director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- (d) *Bypass.*
 - (1) Bypass is prohibited, and the ~~Public Works~~Utilities Director may take an enforcement action against a user for a bypass, unless:
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of unwanted wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the

exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

- (iii) The user submitted notices as required under paragraph (c) of this section.
- (2) The ~~Public Works~~Utilities Director may approve an anticipated bypass, after considering its adverse effects, if the ~~Public Works~~Utilities Director determines that it will meet the three conditions listed in paragraph (d)(1) of this section.

Article 10. Enforcement Response Plan for Industrial User Noncompliance

Sec. 6-5.1001. General overview.

- (a) *Purpose of enforcement response plan.* The enforcement response plan (ERP) in this article enumerates the enforcement actions and their respective time frames that may be taken by the City of Yuba City against an industrial user for noncompliance with permit conditions, this Code, or Federal and State regulations.
- (b) *Definitions.*
 - (1) *Major violations—significant noncompliance (SNC).* Any violation of pretreatment requirements (including limits, sampling, analysis, reporting, and meeting compliance schedules and regulatory deadlines) is an instance of noncompliance for which the industrial user is liable for enforcement, including monetary penalties. Instances of SNC are industrial user violations which meet one or more of the following criteria:
 - (i) Significant violations of wastewater discharge limits:
 - A. *Chronic violations.* 66% or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined in Article 2;
 - B. *Technical review criteria (TRC) violations.* 33% or more of the measurements taken for each pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by Article 2 multiplied by the applicable criteria;

There are two groups of TRCs:

Group I for conventional pollutants (BOD, TSS, fats, oils, and/or grease) TRC = 1.4

Group II for all other pollutants except pH TRC = 1.2
 - C. Any other violation(s) of a pretreatment standard or requirement as defined by Article 2 that the ~~Public Works~~Utilities Director determines has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass-through, or endangered the health of the wastewater treatment personnel or the public;
 - D. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment or has resulted in the treatment plant's emergency authority to halt or prevent such a discharge;
 - E. Failure to meet, within 90 days of the scheduled date, a compliance-schedule milestone contained in a local control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance by 90 days;
 - F. Failure to provide, within 30 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard

deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

G. Failure to accurately report noncompliance; or

H. Any other violation or group of violations, which may include a violation of best management practices, which the Public Works Utilities Director determines will adversely affect the operation or implementation of the local pretreatment program.

(2) *List of violators.* The Public Works Utilities Director shall publish annually, in a newspaper of general circulation in the Yuba City area, a list of the industrial users who significantly violated applicable pretreatment requirements or standards at least once during the 12 previous months. The notification shall also summarize any enforcement actions taken against the industrial user(s) during the same 12 months.

(3) *Officials responsible.* The Public Works Utilities Director or designee, in accordance with this chapter of this Code, will notify the City Attorney of any civil action or municipal code enforcement required. The District Attorney will prosecute criminal violations of sState water or health and safety laws.

(c) *Notice of violation and follow-up.* When a violation occurs (with the exception of certain insignificant/minor first offenses), a notice of violation (NOV) or a warning letter shall be sent via a certifiable means (U.S. Postal Service, FedEx, UPS, etc.) to the responsible party at the place of business. A written response by the industrial user may be required, which states the cause of the violation, the corrective actions which will be taken to prevent recurrence, and the time frame to complete corrective actions.

(1) If an industrial user fails to take corrective action, if the violation appears to be a part of a recurring pattern, or the level of the violation is of a large magnitude, a formal meeting will be arranged with representatives of the firm and the Public Works Utilities Director or designee to discuss the problem or possible corrective actions. At this time, the firm may be issued an administrative order containing or requesting a time schedule for compliance and additional monitoring requirements and/or fines.

(2) Any industrial user who intentionally or willfully violates any provision of any permit issued pursuant to this chapter; intentionally or willfully discharges waste or wastewater which causes pollution; or violates any cease and desist order, established effluent limitations, national standard of performance, or national pretreatment or toxicity standard shall be fined not more than \$50,000 for each offense. The Public Works Utilities Director, after determining the existence of a violation, may levy fines, which shall be in accordance with this chapter of this Code and applicable sState and fFederal law. Each day on which a violation occurs or continues shall be deemed a separate and distinct offense.

(3) If noncompliance has been deemed significant (SNC) or in situations where a discharge may pose a threat to the safety of operation of the POTW or its personnel, the industrial user will be issued a cease-and-desist order. This order, issued by the Public Works Utilities Director, may order the user to comply immediately or impose additional requirements.

(4) Violations believed to be caused through deliberate acts or intentional discharge of hazardous wastes, as specified in 40 CFR 413 and 433, will be referred to the City Attorney for further enforcement. The City Attorney may then petition the Superior Court of California, County of Sutter for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the required performance.

(d) *Appeal.* Any permit applicant, permit holder, or other discharger affected by any decision, action, or determination made by the Public Works Utilities Director, including cease-and-desist orders, may file with the Public Works Utilities Director a written request for reconsideration within ten days of such decision, action, or determination, setting forth in detail the facts supporting the request. The Public Works Utilities Director will then decide whether to hold a hearing on the request. The Director shall act upon a request for reconsideration within ten days from the date of filing or the close of the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the Director.

If the ruling made by the ~~Public Works~~Utilities Director is unsatisfactory to the person requesting reconsideration, they may, within ten days after notice of the action by the Director, file a written appeal to the City Manager.

The written appeal shall state all pertinent aspects of the matter, and shall include the hearing record if one was requested. Within 30 days after the written appeal is received, the City Manager shall hold a hearing after due notice to the appellant. The City Manager may establish rules and regulations governing the hearing of such appeals. The City Manager shall make a final ruling on the appeal within ten days after close of the hearing. The decision, action, or determination shall remain in effect during such period of review by the City Manager.

Any person who is dissatisfied with the action of the City Manager may appeal to the Council in accordance with Chapter 4 of Title 1 of this Code. In the event of such an appeal, the City Manager shall transmit to the Council a report setting forth the reasons for the action taken.

- (e) *Civil and criminal penalties.* If the industrial user fails to comply with the administrative cease-and-desist order, the City may pursue any of the alternative civil or criminal remedies herein against any discharger.

Sec. 6-5.1002. Enforcement response plan outline.

The following is an outline of the City's ERP enforcement procedures. These procedures were developed according to the September 1989 EPA guidelines for "Developing Control Authority Enforcement Response Plans." This section is sometimes referred to as the enforcement response guide (ERG).

(a) *Administrative.*

- (1) Telephone call, email, or reminder letter to notify industrial user (IU) of violation. May include request for explanation of violation from IU.
 - (i) Done as soon as possible upon discovery of violation.
- (2) Notice of violation (written):
 - (i) Sent by certifiable means (U.S. Mail, FedEx, UPS, etc.) within a timely manner after the violation.
- (3) Fines assessed by City for violation(s):
 - (i) Intended to punish the IU for noncompliance.
 - (ii) No court intervention unless IU contests fine.
- (4) Administrative order types:
 - (i) Show-cause order: allows the IU to appear before the ~~Public Works~~Utilities Director or representative and explain the noncompliance and why more severe enforcement actions should not be taken.
 - (ii) Enforcement documents: directs IU to implement corrective or remedial measures (compliance orders).
 - (iii) Cease-and-desist order(s).
 - (iv) Consent orders: negotiated settlement agreed upon by the City and the IU.
 - (v) Revocation of permit:
 - A. Failure of an industrial user to factually report the sewage constituents and characteristics of their discharge;
 - B. Failure of an IU to report significant changes in operations, site plans, floor plans, mechanical and plumbing plans, or sewage constituents and characteristics; or

- C. Refusal of reasonable access to an IU's premises for the purpose of inspection or monitoring.
 - (vi) Industrial wastewater service termination.
- (5) Administrative fines:
 - (i) Assessed for repeated or serious violations.
 - (ii) Attached to an administrative order.
- (b) *Judicial enforcement.*
 - (1) *Civil Litigation.*
 - (i) *Lawsuits filed against IU to:*
 - A. Recover costs associated with noncompliance;
 - B. Impose civil penalties;
 - C. Seek injunctive relief;
 - D. Acquire a court order to return IU to compliance.
 - (ii) *Process of litigation:*
 - A. City decides to sue;
 - B. City Attorney files complaint with the Court;
 - C. IU responds to complaint by filing an answer;
 - D. Depositions and interrogations;
 - E. Trial date set;
 - F. Settlement negotiations, if any;
 - G. Trial occurs;
 - H. Verdict is issued;
 - I. Appeals are made.
- (c) *Criminal prosecution.*
 - (1) Purpose:
 - (i) To punish noncompliance rather than recover costs;
 - (ii) To deter future noncompliance.
 - (2) City must prove intent and/or negligence;
 - (3) Criminal prosecution process:
 - (i) Discovery of the crime;
 - (ii) Gathering evidence;
 - (iii) Initiating criminal prosecution;
 - (iv) Defendant's pretrial options:
 - A. Plead guilty;
 - B. Jury trial.
 - (4) The criminal trial;

- (5) Sentencing and appeals.

Sec. 6-5.1003. Enforcement response plan procedures.

The table below describes the City's enforcement response options per violation type. The official(s) responsible for enforcement shall be the Public Works-Utilities Director and/or duly authorized representative. The following abbreviations shall be used throughout the ERP table:

AO = Administrative Order

CO = Consent Order

NOV = Notice of Violation

SCO = Show Cause Order

WL = Warning Letter

Item	Nature of Violation	Enforcement Option
A. Unauthorized Discharges (no permit or approval)		
1. Non-Permitted Discharge Violations		
1A	Industrial waste discharger unaware of wastewater discharge permit requirement; no harm to POTW/environment	Email or phone call and Issue WL with time schedule. Deadline for application submittal not to exceed 30 days.
1B	Industrial waste discharge without a permit resulting in violation of POTW NPDES permit, potential harm to POTW, environment or personnel.	Invoke emergency enforcement as necessary to abate discharge. May proceed with any of the following: a) Issue Administrative Order; b) Assess fine; c) Civil litigation seeking penalties up to \$10,000; d) Terminate service
1C	Industrial waste discharge without a permit and evidence of intentional dumping or discharge of toxic pollutants of concern (metals and/or priority organics).	Issue AO to immediately halt discharge and issue NOV with time schedule. Deadline for application submittal not to exceed 15 days May proceed with any of the following: a) Assess Administrative Fine b) Civil/Criminal Action
1D	Failure to submit acceptable permit application by deadline	Issue NOV with time schedule. Deadline for application submittal not to exceed 15 days.
1E	Failure to submit acceptable permit application by NOV deadline.	Issue AO and fine. May proceed with any of the following: a) Civil action; b) Terminate Service
2. Non-permitted discharge (expired Permit or significant change in discharge)		
2A	Failure to apply for permit renewal. No environmental or POTW harm. Less than 30 days late	Phone/email; May proceed with any of the following: a) Issue WL with time schedule (Deadline for application submittal not to exceed 30 days).
2B	Failure to submit acceptable renewal application by deadline.	Issue NOV with time schedule. Deadline for application submittal not to exceed 15 days.

2C	Failure to submit renewal by NOV	Proceed with any of the following: a) Issue AO and fine; b) Terminate service; c) Civil/Criminal action.
B. Discharge Violations		
1. Industry exceeds final limits (categorical, local, or prohibited)		
1A	Isolated, not significant violation	Telephone call/email and require follow-up sampling Further enforcement actions: a) Issue WL
1B	Frequent, insignificant (repeated offense)	Issue NOV
1C	Frequent, insignificant (any offense)	Issue NOV
1D	Significant Violations that are SNC	Proceed with all the following: Issue NOV Issue Fine SNC publication in local newspaper
1E	Causes known; environmental or POTW damage (endangerment of life)	Issue AO to halt discharge; May proceed with any of the following: a) Issue fines b) Civil litigation c) Terminate services
1F	Failure to meet requirements specified in any NOV	Any of the following: a) Meet with IU; b) Issue AO; c) Issue Fine.
2. Slug load discharge without notifying the City		
2A	Isolated; no known damage	Issue NOV; Require IU to develop a spill control program
2B	Isolated with known interference, pass through, or damage	Any of the following: a) Fine up to \$50,000 per day b) Civil action
2C	Recurring	Any of the following: a) Fine up to \$50,000 per day; b) Civil action; c) Terminate service
C. Sampling, Monitoring, Equipment maintenance, and Reporting Violations		
1. Late Report (any type, includes incomplete report)		
1A	Once; report less than five days late	Any of the following: a) Telephone call b) Email c) Issue WL
1B	Report less than 30 days late	Issue NOV
1C	Report greater than 30 days late	Issue NOV with Fine; SNC publication
1D	Twice during any consecutive four-quarter period	Issue NOV

1E	Three times during any consecutive four-quarter period	Issue NOV, Fine
2. Improper Signature or Certification		
2A	Report is improperly signed or certified	Telephone call/Email; or Issue WL
2B	Report is improperly signed or certified after notice by City	Issue NOV with option of fine
3. Failure to sample during Monitoring period		
3A	Sample collected greater than 30 days late	Issue NOV; May proceed with any of the following: a) Issue Fine; b) SNC publication
3B	Twice during any consecutive four-quarter period	Issue NOV; option of fine
3C	Three times during any consecutive four-quarter period	Issue NOV May follow with: a) Issue fine b) SNC publication
4. Improper Sampling		
4A	Incorrect sample type and/or missed hold time	Issue WL with requirement for sample collection within 30 days
4B	Repeated Incorrect sample type, miss hold time, resample later than 30 days	Issue NOV, option of fine
5. Failure to Report Instances of Noncompliance		
5A	Failure to report discharge limit violation, spill, upset, bypass or changed discharge (no harm)	Issue NOV
5B	Failure to report discharge limit violation, spill, upset, bypass or changed discharge (results in harm to POTW, personnel, environment, and/or any City discharge limit)	Issue AO May proceed with any of the following: a) Issue Fine b) Terminate Service c) Civil action
5C	Repeated failure to report discharge limit violation, spill, upset, bypass, or change discharge	Any of the following: a) Civil Action b) Terminate Service
6. Failure to install monitoring equipment		
6a	Delay of less than 30 days	Any of the following: a) Telephone call b) Email c) Issue WL
6b	Delay of greater than 30 days	Any of the following: a) Issue NOV b) Issue AO c) Issue Fine
6c	Recurring Violation of Administrative Order	Any of the following: a) Civil Action

		b) Criminal Investigation c) Terminate service
7. Failure to properly operate and Maintain pretreatment equipment		
7a	No Harm	Any of the following: a) Issue WL b) Issue NOV c) Issue Fine d) Issue CO
7b	Results in harm	Issue AO May proceed with any of the following: a) Show Cause Hearing; b) Issue Fine; c) Civil Action; d) Terminate Service
8. Reporting False Information; Falsification		
8a	Falsification of any type, including but not limited to reporting and sampling	Any of the following: a) Criminal investigation b) Civil litigation c) Criminal Prosecution seeking maximum penalties allowed by State Law d) Terminate Services
D. Compliance Schedule Violations		
1. Missed Milestone date		
1a	Less than 30 days or will not affect final milestone	Any of the following: a) Telephone call b) Email c) Issue a WL d) Issue AO with fine
1b	Missed by more than 30 days, or will affect final milestone Violation for good cause (weather, materials unavailable, etc.)	Schedule a meeting to change final date; May proceed with any of the following: a) Issue AO b) Issue Fine
1c	Missed by more than 30 days, or will affect final milestone. Violation without good cause	Show cause hearing, seek penalties of \$500 per day of violation
2. Failure to meet Compliance Schedule, Reporting requirements		
2a	Did not submit report but did complete milestone	Any of the following: a) Telephone call b) Email c) Issue WL
2b	Did not submit report or meet milestone	Schedule a meeting; May proceed with the following: a) Issue AO b) Issue fine
3. Missed Final date		
3a	Good Cause	Telephone call or Email

3b	30 days or more outstanding; failure or refusal to comply without good cause	Any of the following: a) Show Cause hearing b) Issue AO with fines c) Judicial Action
E. Spill Incidents		
1. Spill Incident		
1a	Reported by industry	Any of the following: a) Issue WL b) Issue NOV c) Meet with IU
1b	Failure to report spill	Issue NOV May proceed with any of the following: a) Issue AO with fines
2. Repeated Spill incidents		
2a	Failure to develop and/or upgrade spill prevention program	Issue NOV May proceed with any of the following: a) Issue AO with fines b) Show cause hearing
2b	Failure to act on a decision of compliance meeting and results in known environmental damage and/or POTW damage	Judicial Action, terminate service
F. Violations detected through industrial inspections/investigations		
1. Entry Denial		
1a	Entry denied or consent withdrawn Copies of records denied	Obtain warrant and return to IU
2. Illegal Discharge		
2a	No harm	Issue NOV May proceed with any of the following: a) Issue AO with Fine
2b	Results in harm to POTW, environment or personnel	Show Cause Hearing: May proceed with any of the following: a) Issue AO with fine b) Civil Action c) Terminate service
2c	Harm to POTW, environment or personnel and evidence of "willful or neglect" action	Any of the following: a) Civil Action b) Criminal Investigation c) Terminate Services
3. Improper Sampling		
3a	Unintentional; incorrect location, incorrect sample type, incorrect sample technique/preservation	Any of the following: a) Telephone call b) Correct at site c) Email d) Issue WL e) Issue NOV
4. Inadequate record keeping		

4a	Inspector finds files incomplete or missing, and no evidence of "willful or negligent" action	Issue NOV
4b	Inadequate record keeping continues after notice by City	Issue AO with fine
4c	Incomplete or missing files and evidence of "willful or negligent" action	Any of the following: a) Criminal Investigation b) Criminal Action c) Terminate Service
4d	Inspector finds additional files/data	Issue NOV
5. Failure to report additional monitoring		
5a	No harm to POTW, et al.	Issue NOV
5b	Failure to report additional data	Issue NOV
5c	Failure to report additional data after notice from City	Issue AO with fine
G. Other permit Violations		
1. Waste streams are diluted in lieu of treatment		
1a	Initial Violation	Issue AO
1b	Dilution continues in lieu of treatment after notification by City	Any of the following: a) Show Cause hearing b) Civil action c) Terminate Service
2. Failure to mitigate noncompliance		
2a	Does not result in harm	Issue NOV
2b	Results in harm to POTW, environment, or personnel	Issue AO with fine; May proceed with any of the following: a) Civil Action b) Terminate Service c) Criminal Investigation

Article 12. Fats, Oils, and Grease Discharge from Food Service Establishments

Sec. 6-5.1201. General overview.

Purpose. The purpose of this chapter is to facilitate the maximum beneficial public use of the City's sewer services and facilities while preventing blockages of the sewer lines resulting from discharges of fats, oils, and grease (FOG) from residential, industrial, and food service establishments (FSE) to the sewer facilities, and to specify appropriate FOG discharge requirements for FSEs.

Sec. 6-5.1202. Regulations.

- (a) *Permits.* Nonresidential facilities, including not-for-profit and government-owned facilities, that prepare, process, or serve food, as determined by the ~~Public Works~~Utilities Director or designee, may be required to keep a valid wastewater discharge permit issued by the City as outlined in the provisions of Section 6-5.402.

- (1) The wastewater discharge permit for any facility shall be renewed whenever there is a change in operation including facility expansion, remodeling, or change in ownership. Permits are issued for a specifically named establishment at a particular location and are not transferable.
 - (2) A limited food preparation establishment is not considered an FSE and is exempt from obtaining a wastewater discharge permit. Exempt establishments shall be engaged only in reheating, hot holding, or assembly of ready-to-eat food products, and, as a result, there is no wastewater discharge containing significant FOG. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.
- (b) *Discharge limitations.* No FSE shall discharge FOG or cause FOG to be discharged into the public sewer that causes an SSO, exceeds a concentration level set forth in Section 6-5.208, or that may accumulate and/or cause or contribute to blockages in the public sewer.
- (c) *Prohibitions.* FSEs are prohibited from the following:
- (1) Installing food grinders in the plumbing system of new construction. All FSEs that undergo a change in operations or remodeling shall remove any existing food grinders concurrent with such change or remodeling, except as otherwise expressly allowed by the [Public Works/Utilities](#) Director;
 - (2) Introducing any additives into an FSE's plumbing system, grease trap, and/or grease interceptor for the purpose of emulsifying FOG, biologically and/or chemically treating FOG for grease remediation, and/or as a supplement to grease interceptor maintenance;
 - (3) Disposing waste cooking oil into the public sewer or storm drain. All waste cooking oils shall be collected and stored properly in receptacles such as rendering bins, barrels, or drums for recycling or other acceptable methods of disposal;
 - (4) Discharging wastewater from dishwashers to any grease removal device;
 - (5) Discharging wastewater with temperatures in excess of 140° Fahrenheit (60° Celsius) into any grease control device, including grease traps and interceptors;
 - (6) Discharging wastes containing fecal materials from toilets, urinals, wash basins, or other fixtures to waste lines directed to grease interceptors and/or other grease control devices;
 - (7) Discharging FOG and solid materials removed from a grease control device to the public sewer. Grease removed from grease interceptors shall be waste hauled to an approved disposal site as part of the operation and maintenance requirements for grease interceptors;
 - (8) Operating grease interceptors with FOG and solids accumulation exceeding 25% of the design hydraulic depth of the grease interceptor (25% rule);
 - (9) Discharging FOG and other pollutants above the local discharge limits set forth in Section 6-5.208.
- (d) *Violations.* Any violation of the terms and conditions of a wastewater discharge permit, BMP, or any requirement or prohibition of the FOG control program shall be deemed a violation of this chapter and subjects the wastewater discharge permittee and/or FSE to the sanctions set out in Articles 6 and 7 of this chapter.

Sec. 6-5.1203. Requirements.

- (a) *Design.* All grease removal devices shall be designed and sized in accordance with the standards outlined in the most recent version of the California Plumbing Code (CPC) or as required by the City, whichever is more stringent.
- (b) *Installation.*
 - (1) The owner of every newly constructed, remodeled, or converted commercial or industrial FSE with one or more grease-generating activities, including FSEs with new or replacement kitchens for which a

building permit is issued, shall install an approved grease interceptor for each grease-generating activity, of a size equal to or greater than the minimum size requirements as set forth in the most recent CPC.

- (2) Existing FSEs, which do not currently have a grease interceptor installed, which have caused or contributed to grease-related blockage in the sewer system, or which have service laterals connected to hot spots, or which have been determined to contribute significant FOG to the sewer system by the City based on inspection or sampling, shall be deemed to have reasonable potential to adversely impact the sewer system, and shall install grease interceptors within 180 days upon notification by the Public Works Utilities Director or designee.
 - (3) All grease-removal devices must be installed in a location that allows for easy accessibility for inspections and maintenance.
- (c) *Variance.* An FSE may obtain a variance from the grease-interceptor requirement to allow alternative pretreatment technology that is, at least, equally effective in controlling the FOG discharge in lieu of a grease interceptor, if the FSE demonstrates that it is impossible or impracticable to install, operate, or maintain a grease interceptor. The Public Works Utilities Director or designee's determination to grant a variance will be based upon, but not limited to, existence of the following conditions:
- (1) There is no adequate space for installation and/or maintenance of a grease interceptor;
 - (2) There is no adequate slope for gravity flow between kitchen plumbing fixtures and the grease interceptor and/or between the grease interceptor and the private collection lines or the public sewer; or
 - (3) The FSE can justify that the alternative pretreatment technology is equivalent or better than a grease interceptor in controlling its FOG discharge.
- (d) *Conditional waiver.* An existing FSE may obtain a conditional waiver from installation of a grease interceptor if the FSE demonstrates that it has negligible FOG discharge and insignificant impact to the sewer system. The Public Works Utilities Director or designee's determination to grant or revoke a conditional waiver shall be based upon, but not limited to, existence of the following conditions:
- (1) Quantity of FOG discharge as measured or as indicated by the size of the FSE based upon seating capacity, number of meals served, menu, water usage, amount of on-site consumption of prepared food, and other conditions that may reasonably be shown to contribute to FOG discharges;
 - (2) Adequacy of implementation of BMPs and compliance history;
 - (3) Sewer size, grade, condition based on visual information, FOG deposition in the sewer by the FSE, and history of maintenance and sewage spills in the receiving sewer system;
 - (4) Changes in operations that significantly affect FOG discharge; or
 - (5) Any other condition deemed reasonably related to the generation of FOG discharge by the Public Works Utilities Director or designee.
- (e) *Maintenance.*
- (1) Grease interceptors/traps shall be maintained in efficient operating condition by periodic removal of the full contents of the device, which includes wastewater, accumulated FOG, floating materials, sludge, and solids. This includes scraping the sides of the device to remove any build-up on the walls, baffle, and inlet or outlet tees.
 - (2) Grease interceptors shall be fully pumped out and cleaned by a licensed hauler at a minimum of every 90 days. The Public Works Utilities Director or designee may change the required maintenance frequency at any time to reflect current operating conditions or frequency when one or more of the following conditions occur:

- (i) 25% or more of the wetted height, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or grease prior to 90 days;
 - (ii) The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the City; or
 - (iii) A history of noncompliance issues.
- (3) If the grease interceptor, at any time, contains FOG and solids accumulation that does not meet the requirements described in Section 6-5.1203(e)(2), the FSE shall be required to have the grease interceptor serviced immediately such that all fats, oils, grease, sludge, and other materials are completely removed from the grease interceptor. If deemed necessary, the Public Works Utilities Director or designee may also increase the maintenance frequency of the grease interceptor from the current frequency.
- (4) Grease traps shall be cleaned at a minimum of once per month or as often as necessary to prevent pass through of grease into the collection system. Grease traps shall be cleaned and inspected by a licensed grease hauler at a minimum of once per year or as often as necessary as determined by the Public Works Utilities Director and/or designee. Grease traps shall be maintained free of all food residues and any FOG waste removed during the cleaning and scraping process.
- (5) Grease interceptors or traps shall be periodically inspected to ensure the device remains in good working condition, including any plumbing, pipes, fittings, and manhole covers. Any repairs to the device deemed necessary by the Public Works Utilities Director or designee must be completed within 14 days at the sole expense of the establishment.
- (6) Wastes removed from each interceptor shall be disposed of at a facility permitted to receive such wastes. In no way shall the wastes be returned to any private or public portion of the collection system, storm drain, or the wastewater treatment facility.
- (7) FSEs may be required to provide a collection drum or container for the purpose of physically segregating oils, greases, and greasy solids (such as fryer oil). FSEs shall establish procedures for personnel to practice maximum segregation of oils, greases, and greasy solids to the collection drum or container prior to washing and other water cleaning which goes to the sewers. The FSE is responsible for the proper removal and disposal by a licensed rendering company of the material captured from either grease pretreatment devices on wastewater lines or the collection drum.
- (8) All costs associated with proper maintenance and cleaning of the grease interceptor or trap shall be borne by the FSE.
- (9) Property owners of commercial properties or their official designee(s) shall be responsible for the installation and maintenance of the grease interceptor serving multiple FSEs that are located on a single parcel.
- (f) *Recordkeeping.* The FSE shall be required to keep all manifests, receipts, and invoices of all cleaning, maintenance, grease removal of/from the grease control device, disposal carrier, and disposal site location for no less than three years. The FSE shall, upon request, make the manifests, receipts, and invoices available to any City representative or inspector. These records shall include:
 - (1) A logbook of grease interceptor, grease trap, or grease control device cleaning maintenance practices.
 - (2) A record of BMPs being implemented including employee training.
 - (3) Copies of records and manifests of waste-hauling interceptor contents.
 - (4) Records of sampling data and sludge height monitoring for FOG and solids accumulation in the grease interceptor.
 - (5) Records of any spills and/or cleaning of the lateral or sewer system.

- (6) Any other information deemed appropriate by the Public-WorksUtilities Director or designee to ensure compliance with this chapter.
- (g) *Best management practices (BMPs).* All FSEs are required to implement BMPs in its operations to reduce grease discharged to the sanitary sewer system. Detailed requirements for BMPs shall be specified in the FOG control program. All FSEs are required to comply with the BMPs as set forth therein as well as any additional BMPs established by the Public-WorksUtilities Director or designee.
- (h) *Falsifying information or tampering with process.* It shall be unlawful to make any false statement, representation, record, report, plan, or other document that is filed with the City, or to tamper with or knowingly render inoperable any grease-control device, monitoring device, method, or access point required under this chapter.
- (i) *Facility closure notification.* All FSEs are required to notify the Public-WorksUtilities Department of the facility's closure within 30 days of going out of business. It is the responsibility of the facility to conduct a final cleaning and pump out of any grease-removal device on hand. In the event the facility should fail to conduct a final pump out of the grease-removal device, the City reserves the right to perform such work at the expense of the property owner and/or outgoing utility customer of the closing facility. The property owner has ultimate responsibility for payment of any expenses or fees related to the facility closure, as per Section 6-5.706(d).
- (j) *Right-of-entry.* The Public-WorksUtilities Director or designee shall be provided reasonable access to all parts of the wastewater generating and disposal facilities for the purposes of inspection and sampling during all times the FSE is open, operating, or any other reasonable time. No persons or occupants of the premises shall interfere with, delay, resist, or refuse entrance to the Director, an inspector, and/or an enforcement officer attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the public sewer.

Sec. 6-5.1204. Sewer system overflows, public nuisance, abatement orders, and cleanup costs.

FSEs found to have contributed to a sewer blockage, SSO, or any sewer system interference resulting from the discharge of wastewater or waste containing FOG shall be ordered to install and maintain a grease interceptor, and may be subject to a plan to abate the nuisance and prevent any future health hazards created by sewer line failures and blockages, SSOs, or any other sewer system interferences. SSOs may cause threat and injury to public health, safety, and welfare of life and property and are hereby declared public nuisances. Furthermore, service lateral failures and SSOs caused by an FSE, alone or collectively, are the responsibility of the private property owner or FSE, and individual(s) as a responsible officer or owner of the FSE. If the City must act immediately to contain and clean up an SSO caused by blockage of a private or public sewer lateral or system serving an FSE, or at the request of the property owner or operator of the FSE, or due to the failure of the property owner or FSE to abate the condition causing immediate threat of injury to the health, safety, welfare, or property of the public, the City's costs for such abatement may be entirely borne by the property owner or operator of the FSE, and individual(s) as a responsible officer or owner of the FSE and may constitute a debt to the City and become due and payable upon the City's request for reimbursement of such costs. Cost recovery shall be in accordance with Title 4, Chapter 8, Nuisance Abatement Code of this Code.

Sec. 6-5.1205. Monitoring and reporting conditions.

- (a) *Monitoring for compliance with permit conditions and reporting requirements.*
 - (1) The Public-WorksUtilities Director or designee may require periodic reporting of the status of implementation of BMPs.
 - (2) The Public-WorksUtilities Director or designee may require visual monitoring at the sole expense of the FSE to observe the actual conditions of the FSE's service lateral and sewer lines downstream.

- (3) The Public Works Utilities Director or designee may require reports for self-monitoring of wastewater constituents and FOG characteristics of the FSE needed for determining compliance with any conditions or requirements as specified in the discharge permit, BMPs, or this chapter. Monitoring reports of the analyses of wastewater constituents and FOG characteristics shall be in the manner and form approved by the Public Works Utilities Director or designee and shall be submitted upon request of the Public Works Utilities Director or designee. Failure by the FSE to perform any required monitoring or to submit monitoring reports required by the Public Works Utilities Director or designee constitutes a violation of this chapter and shall cause the City to initiate all necessary tasks and analyses to determine the wastewater constituents and FOG characteristics for compliance with any conditions and requirements specified in the FOG control program, FSE discharge permit, or in this chapter. The FSE shall be responsible for any and all expenses of the City in undertaking such monitoring analysis and preparation of reports.
- (4) Other reports may be required such as compliance schedule progress reports, FOG control monitoring reports, and any other reports deemed reasonably appropriate by the Public Works Utilities Director or designee to ensure compliance with this chapter.

Sec. 6-5.1206. Inspection and sampling conditions.

- (a) *Inspection.* The Public Works Utilities Director or designee may inspect or order the inspection and sample of the wastewater discharges of any FSE to ascertain whether the intent of this chapter is being met and the FSE is complying with all requirements. The FSE shall allow the City access to the FSE premises during normal business hours for purposes of inspecting the FSE's GRD and reviewing the manifests, receipts, and invoices relating to the cleaning, maintenance, and inspection of the GRD.
- (b) *Sampling.* The Public Works Utilities Director or designee shall have the right to place or order the placement on the FSE's property or other determined locations such devices as are necessary to conduct sampling or metering operations. Where an FSE has security measures in force, the FSE shall make necessary arrangements so that representatives of the City shall be permitted to enter without delay for the purpose of performing their specific responsibilities.

Sec. 6-5.1207. Notification of spill and/or sewer system overflow.

- (a) In the event an FSE is unable to comply with any permit condition or any section of this chapter due to a breakdown of equipment, accidents, or human error or the FSE has reasonable opportunity to know that their discharge will exceed the discharge provisions of the FSE discharge permit of this chapter, the discharger shall immediately notify the City. If the material discharged to the sewer has the potential to cause or result in sewer blockages or SSOs, the discharger shall immediately notify the local health department and the City.
- (b) Confirmation of this notification shall be made in writing to the Public Works Utilities Director or designee at the address specified in the FOG control program no later than five working days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.
- (c) Such notification shall not relieve the FSE of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the City or any other damage or loss to person or property; nor shall such notification relieve the FSE of any fees or other liability which may be imposed by this chapter or other applicable law.

Sec. 6-5.1208. Notification of planned changes.

An FSE shall notify the City at least 60 days in advance prior to any facility expansion, remodeling, or process modifications that may result in new or substantially increased FOG discharges or a change in the nature of the discharge. FSE shall notify the City in writing of the proposed expansion or remodeling and shall submit any information requested by the City for evaluation of the effect of such expansion on the FSE's FOG discharge to the sewer system.

Sec. 6-5.1209. Enforcement of fog program.

Noncompliance. Failure on the part of any FSE to maintain continued compliance with any of the requirements set forth in Sections 6-5.1201 through Sections 6-5.1208 may result in the initiation of enforcement action, as outlined in Sections 6-5.1001—Sections 6-5.1003. Such enforcement action may include, but is not limited to, the issuance of a verbal warning, written warning, notice of violation (NOV), administrative order, administrative civil liability, and/or imposition of administrative fines and/or penalties.

The City Council of the City of Yuba City does ordain as follows:

TITLE 6. - PUBLIC WORKS
CHAPTER 6. WATER SYSTEM

Sec. 6-6.01. General provisions.

- (a) *Short title.* This chapter shall be known and may be cited as the "Yuba City Water Regulations."
- (b) *Words and phrases.* For the purposes of this chapter, all words used in this chapter in the present tense shall include the future tense, all words in the plural number shall include the singular number, and all words in the singular number shall include the plural number.
- (c) *Water system.* The City shall furnish a system, plant, works, and undertaking used for and useful in obtaining, conserving, and distributing water for public and private uses, including all parts of such system, all appurtenances to such system, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage, and distribution facilities and equipment.
- (d) *Separability.* If any section, subsection, sentence, clause, or phrase in this chapter is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter.
- (e) *Pressure conditions.* All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the location of the proposed service connection and to hold the City harmless for any damages arising out of low-pressure or high-pressure conditions or interruptions in service.
- (f) *Tampering with City property.* No one, except an employee or representative of the City, shall at any time in any manner operate the curb cocks or valves, main cocks, gates, or valves of the City's system or interfere with meters or their connections, street mains, or other parts of the water system.
- (g) *Penalties for violations.* For the failure of the customer to comply with all or any part of this chapter, or any ordinance, resolution, or order fixing rates and charges of the City, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued, and the water shall not be supplied to such customer until he or she shall have complied with the rule, regulation, rate, or charge which he or she has violated or, in the event he or she cannot comply with such rule or regulation, until he or she shall have satisfied the City that in the future he or she will comply with all the rules and regulations established by the laws of the City and with all rates and charges. In addition thereto, he or she shall pay the City all fines and fees established in Section 6-6.18 and Section 6-6.20 of this chapter.
- (h) *Rulings final.* All rulings of the Council shall be final. All rulings of the City Manager shall be final unless appealed in writing to the Council within five days. When appealed, the Council ruling shall be final.
- (i) *Repeals.* Ordinance Nos. 272, 307, and 506, and all other ordinances or parts of ordinances in conflict with this chapter, are hereby repealed.
- (j) *Effective date.* The effective date of this chapter is July 1, 1975.
- (k) *Plan check and inspection fee.* In connection with any work of construction required by the terms of this chapter, a plan check and inspection fee shall be charged, the amount thereof being as set forth in the City's fee schedule.

Sec. 6-6.02. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Council* shall mean the City Council of the City.
- (b) *City* shall mean the City of Yuba City, and the City Council of the City performing functions related to the City water service, together with the City Manager, the ~~Public Works~~Utilities Director, ~~the Public Works Director~~, the Finance Director, and other duly authorized representatives.
- (c) *Distribution mains* shall mean water lines in streets, highways, alleys, and easements used for public and private fire protection and for the general distribution of water.
- (d) *Service* or *service connection* shall mean the pipe-line and appurtenant facilities, such as curb stop, meter, and meter box, if any, all used to extend water service from a distribution main to premises. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.
- (e) *Public fire protection service* shall mean the service and facilities of the entire water supply and storage and distribution system of the City, including the fire hydrants affixed thereto and the water available for fire protection, excepting house service connections and appurtenances thereto.
- (f) *Regular water service* shall mean the water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis and the water available therefor.
- (g) *Temporary water service* shall mean the water service and facilities rendered for construction work and other uses of limited duration and the water available therefor.
- (h) *Private fire protection service* shall mean the water service and facilities for building sprinkler systems, hydrants, hose reels, and other facilities installed on private property for fire protection and the water available therefor.
- (i) *Premises* shall mean a lot or parcel of real property under one ownership, except that any separate structure may be deemed separate premises. Apartment houses, motels, office buildings, and structures of like nature may be classified as single premises.
- (j) *Cross-connection* shall mean any physical connection between the piping system from the City service and that of any other water supply that is not, or cannot be, approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the City distribution mains.
- (k) *Owner* shall mean the person owning the fee, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over the same for himself or herself, or as executor, administrator, guardian, or trustee of the owner.
- (l) *Person* shall mean any human being, individual, firm, company, partnership, association, private, public, or municipal corporation, the United States of America, the State of California, and any district, political subdivision, governmental agency, and subsidiary thereof.
- (m) *Cost* shall mean the costs of labor, materials, transportation, supervision, engineering, and all other necessary or reasonable expenses.
- (n) *Dwelling* shall mean any residence, apartment, habitation, or other structure customarily occupied by a single person or family and which contains facilities for the preparation of meals.

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- (o) *Resale* shall mean any change of ownership by sale, or transfer, of real property as recorded by the Sutter County Recorder, except sale or transfer between members of an immediate family. Immediate family being limited to husband-wife, brother-sister, parent-child.

Sec. 6-6.03. Notices.

Notices from the City to a customer shall normally be given in writing and either delivered or mailed to their last known address. When conditions warrant and in emergencies, the City may resort to notification either by telephone, messenger, text, or email.

Sec. 6-6.04. Administration.

- (a) *Council*. The management, control, and care of the Municipal Water System of the City shall be vested in and under the direction of the Council.
- (b) *Finance Director*. The Finance Director shall operate under the direction of the City Manager and shall be in charge of the billing, collecting, and maintenance of the bookkeeping system for the Municipal Water System. The Finance Director shall be responsible for the collection and banking of all money due the City and shall keep controlling records which shall reflect monthly transactions of individual accounts.
- (c) ~~*Public Works*~~*Utilities* Director. The ~~Public Works~~*Utilities* Director shall operate under the direction of the City Manager and shall perform all the duties connected with, and have supervision of, the water works system, other than the office of bill collection and bookkeeping and the office of professional engineering, and shall perform such other duties as may be required by the City Manager.
- (d) *Public Works Director*. The Public Works Director shall operate under the direction of the City Manager and shall be in charge of the professional engineering review and approval of extensions and connections to the Municipal Water System by private development. The Public Works Director shall also be responsible for or assist with the improvement or construction of the water works system capital infrastructure.

Sec. 6-6.05. Application for regular water service.

- (a) *Applications for service to premises with a service connection*. Applicants requesting service to commence during regular business hours will be connected without charge, provided a good payment history has been established with the City. Other customers may be requested to provide payment in advance and/or credit references before connection. There will be a service charge, as determined by Section 6-6.18 of this chapter, for customers requesting turn-on or turn-off to be performed on weekends, holidays, and after hours.
- (b) *Applications for water service with no existing service connection*. Applications for regular water service where no main extension is required shall be made upon a form provided by the City.
- (c) *Undertaking of applicant*. Each application shall signify the customer's willingness and intention to comply with the regulations relating to the regular water service and to make payment for the water services required.
- (d) *Payment for previous service*. An application shall not be granted unless payment in full has been made for water services previously rendered to the applicant by the City.
- (e) *Delinquencies on accounts in the name of a commercial or residential tenant*. In the event that a tenant of a residential or commercial rental property, where water service is furnished in the tenant's name, leaves delinquent and unpaid water charges when the tenant vacates the premises, the City may require any future service to be only in the name of the property owner and not in the name of any subsequent tenant.

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- (f) *Tenant application.* A tenant applying for water services must provide to the City a valid signed lease or rental agreement along with identification for all persons listed on the agreement over the age of 18. Identification provided must be in the form of a California identification card, military identification card, California driver's license, or other valid picture identification.
 - (g) *Installation of services.* Regular water service shall be installed at the location desired by the applicant. The size of such service shall be finally determined by the City. Service installations may be made only to property abutting on public streets or abutting on such distribution mains as may be constructed in alleys or easements, at the convenience of the City. Services installed in new subdivisions prior to the construction of streets or in advance of street improvements shall be accepted by the applicant in the installed location.
 - (h) *Changes in customers' equipment.* Customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operation results in a large increase in the use of water, shall immediately give the City written notice of the nature of the change and, if necessary, amend their applications.
 - (i) *Installation charges.* Charges for installing a water service line from the main to the curb stop shall be established by Section 6-6.18 of this chapter.
 - (j) *Extension charges.* Extension charges provide for the extension of mains and the installation of necessary fire hydrants within the street right-of-way only, based on property zoned R-1 and R-2 paying one-half the cost of an eight-inch line and all other property paying one-half the cost of a 10-inch line. The extension charge shall be as set forth in Section 6-6.18 of this chapter.

Corner lots and lots having more than one frontage where water mains exist or are planned shall pay extension fees based on 60% of the first 175 feet of total frontage (as measured to the point of intersection of the property lines or the point of intersection of the prolongation of the property lines) and 100% of all frontage in excess of the first 175 feet.

This reduction shall apply only to existing corner lots and shall not apply to corner lots which would be created by a new subdivision, parcel map, or development. Such parcels shall pay extension fees based on 100% of all applicable frontage as measured prior to the creation of the side street.

Extension fees will not be applicable to lands within a subdivision or special assessment district if the water main was installed at no cost to the City (other than oversizing costs) unless an agreement exists providing for the repayment of extension costs to the original developer or to the special district.

Where a water main only serves property on one side of the water line, the charge shall be double the current extension fee.

- (k) *Connection charges.* The connection charge is designed to recover the capital costs of the treatment plant, reservoirs, and transmission lines.

The charge shall be paid at the owner's option at either the issuance of a building permit or at certificate of occupancy, not at the date of application for a building permit. The amount of the connection charges to be paid shall be those charges in effect at the time of payment of said connection fees. Charges shall be paid at the same time the owner chooses to pay all other development impact fees, if any. If no building permit is to be obtained, the charge shall be collected before service is established.

When a user requires a larger service than that which was previously serving the parcel, the user shall pay the difference between the old service and the new service based on those charges in effect at the time of the request as set forth in Section 6-6.18 of this chapter.

Sec. 6-6.06. Main extensions.

- (a) *Main extensions.* The following rules are hereby established:

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- (1) *Determination.* Upon the receipt of any application for water service or request for an application form, the City shall determine whether, in its judgment, a main extension is necessary to provide service. A main extension shall be installed in the manner provided in this section whenever, in the judgment of the City, such main extension is necessary to provide regular water service to the property described in such application or request.
 - (2) *Applications.* Any owner or subdivider of one or more lots where, in the opinion of the Public Works Director, an extension is required shall make a written application. Such application shall contain a legal description of the property to be served, a map showing the location of the proposed connection, and any additional information which may be required.
 - (3) *Investigations.* Upon the receipt of the application, the City shall make an investigation of the proposed extension and reject, amend, or approve the application.
 - (4) *City lines.* All extensions provided for in accordance with these regulations shall be and remain the property of the City.
 - (5) *Dead-end lines.* No dead-end lines shall be permitted, except as approved by the Public Works Director.
 - (6) *Extent and design.* All main extensions shall extend to the far property line of developed property. All main extensions shall be subject to design approval by the City.
- (b) *General.* Where the City, at its own expense, extends a main to serve property within the corporate limits of the City, the extension charge shall be governed by the applicable portion of subsection (j) of Section 6-6.05 of this chapter.
- (c) *Main extensions by applicants.* If the cost of a main extension is in excess of what the City is prepared to appropriate, it shall be the responsibility of the applicant to provide for the main extension at his or her own expense to the standards established by the City and in accordance with an agreement for such extension.

Sec. 6-6.07. Main extensions to subdivisions.

Where water main extensions are required for subdivisions, it shall be the responsibility of the owner or subdivider to pay the entire cost for the complete installation of all water facilities required within the subdivision and for the extension of water transmission mains from the subdivision to the nearest existing main of adequate capacity for the area to be served. Such transmission mains shall be subject to all the requirements set forth in the subdivision regulations (Chapter 2 of Title 8 of this Code) and to any and all modifications and supplements to such regulations. Upon official acceptance by the City, the City shall assume the full ownership, maintenance, and control of such mains.

Sec. 6-6.08. General use regulations.

- (a) *Number of services per premises.* The applicant may apply for as many fire or landscape services as may be reasonably required for the parcel and approved by the Public Works Director provided the pipeline system from each service shall be independent of the others and they shall not be interconnected, except for approved internal loops. The cost of all services shall be borne by the applicant. No connection shall provide service to more than one parcel.
- (1) Minimum size of service: Single-family—one-inch diameter.
 - (2) Residential, single-family, and multi-family: Only one domestic service and meter shall be allowed per parcel.
 - (3) Commercial/industrial: Only one domestic service and meter shall be allowed per parcel without approval from the [Utilities Director or the](#) Public Works Director.

(b) *Water waste.*

- (1) No customer shall permit leaks or the waste of water. When water is wastefully or negligently used on a customer's premises, the City may discontinue the service if such conditions are not corrected.
- (2) *Water leak adjustment.* Should a customer experience a leak that is not due to negligent or willful acts, the customer may be eligible for a leak adjustment in the form of a water service billing credit.
 - (i) *Qualifying criteria.* The following criteria must be met for the customer to be eligible for a water leak adjustment.
 - A. Leak(s) must be located in the customer's service line and be beyond the control of the owner, agents, tenants, contractors, or anyone else occupying or using the property. Leaking faucets, fixtures, appliances, and other leak causes which could have been reasonably foreseen do not qualify for adjustment.
 - B. Excess water use must be at least 100% higher than normal usage, based on an average of the same billing period for the previous three years (or the available history for the account).
 - C. A leak adjustment must not have been granted for the customer in 24 months.
 - D. Proof that repairs were completed must be included with the request form.
 - E. The request form may only be submitted within three months after the repair.
 - F. If any insurance payment is received, the customer must immediately notify the City, and may be required to pay back the adjustment.

(ii) *Procedure.*

- A. Customers may request a leak adjustment credit by completing a water leak adjustment request form, which is available at City Hall and the City's website. The completed form must be accompanied by proof of repair in the form of a receipt or invoice.
 - B. The Finance Director or designee shall determine if the leak and form meet the requirements of this section and whether to grant or deny the leak adjustment request. All decisions from the Finance Director or designee are final.
 - C. If the leak adjustment is granted, staff will enter the adjustment as a bill credit. The credit is for one billing cycle only and shall be no more than \$500 in value.
- (c) *Responsibility for equipment on customer premises.* All facilities installed by the City on private property for the purpose of rendering water service shall remain the property of the City and may be maintained, repaired, or replaced by the City without the consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining such facilities on private property. No person shall place or permit the placement of any object in a manner which will interfere with the free access to a service cock or meter box or which will interfere with the reading of the meter. The City is responsible for all piping and equipment up to and including the water meter and check valve. The property owner is responsible for all equipment, piping, and appurtenances downstream of the water meter and check valve.
- (d) *Damages to water system facilities.* The customer shall be liable for any damages to the City-owned customer water service facilities when such damages are from causes originating on the premises by an act of the customer or his or her tenants, agents, employees, contractors, licensees, or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter which may result from hot water or steam from a boiler or heater on the customer's premises. The City shall

be reimbursed by the customer for any such damage promptly on presentation of a bill. No seal placed on a meter by the City shall be altered or broken except by an authorized employee.

- (e) *Control valve on customer property.* The property owner is responsible for all equipment, piping, and appurtenances downstream of the water meter and check valve. The property owner shall install a shutoff valve as required by the building code. The customer shall not use the service curb stop to turn water on and off for their convenience.
- (f) *Cross-connections.* See Cross-Connection Control Program, Section 6-6.21 of this chapter.
- (g) *Direct connections to stationary steam boiler, hydraulic elevators, power pumps, and similar apparatus.* See Cross-Connection Control Program, Section 6-6.21 of this chapter.
- (h) *Ingress and egress.* Representatives from the City shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.
- (i) *Commercial and industrial cooling systems.* See Cross-Connection Control Program, Section 6-6.21 of this chapter.
- (j) *Pools and tanks.* See Cross-Connection Control Program, Section 6-6.21 of this chapter.
- (k) *Responsibility for equipment.* The customer shall, at his or her own risk and expense, furnish, install, and keep in good and safe condition all equipment which may be required for receiving, controlling, applying, and utilizing water. The City shall not be responsible for damages to property caused by faucets, valves, and other equipment which is open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.
- (l) *Unlawful connections.* For any premises found to be receiving City water service without being billed for said service, for whatever reason, the customer may be billed for all services rendered since the installation of the water service. The decision of the Finance Director or designee as to the time and amount of prior costs due shall be final.
- (m) *Commercial, industrial, and institutional nonfunctional turf irrigation.* [Users shall comply with the requirements of State law, including the prohibition of the use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on the properties of homeowners' associations, common interest developments, and community service organization or similar entities. The city may enforce the provisions of Chapter 2.5 \(Nonfunctional Turf\) of Part 2.55 of Division 6 of the Water Code.](#)

Sec. 6-6.09. Meters.

- (a) *Installation.* All services as specifically designated by this chapter, or those as ordered so by the [Utilities Director or the](#) Public Works Director, shall be metered. The sum of money set forth in subsection (i) and subsection (j) of Section 6-6.05 of this chapter shall be paid to the City prior to the installation of the meter facilities to pay all the costs of such installation, except as provided in subsection (b) of this section. The service connection, whether located on public or private property, shall be the property of the City, unless specifically otherwise provided, and the City hereby reserves the right to repair, replace, and maintain such service connection, as well as to remove it upon the discontinuance of service. Meters shall be located as close to the street as possible, preferably, within one foot of back of sidewalk.
- (b) *General.* All services shall be metered.
- (c) *Change in location of meters.* Meters moved for the convenience of the customer shall be relocated at the customer's expense. Meters moved to protect the City's property shall be moved at the City's expense.

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- (d) *Changes in size of meter.* Changes in the size of the meter shall be made on the request of the customer at his or her own expense. An allowance not to exceed one-half of the current cost of the replaced meter may be made.
 - (e) *Meter reading.* Meters shall be read as nearly as possible on the same day each month.
 - (f) *Meter testing.* Upon the deposit of a sum as determined by Section 6-6.18 of this chapter by any consumer, the City shall test the meter. The consumer shall be notified when the test is to be performed and may be represented at such test.

If the meter is found to over-register more than 2%, an accurate meter shall be installed, the deposit shall be repaid to the depositor and the excess charge for the time service was rendered the customer requesting the test or for a period of six months, whichever shall be the lesser, shall be refunded to the customer.

If the meter is found to be correct or to register less than the actual quantity of water passing through it, the deposit shall be retained by the City.

If a meter tested at the request of a customer is found to be more than 25% slow, in the case of domestic services, or more than 2% slow, for other than domestic services, the City may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six months, the meter was in use.

All meters shall be tested prior to installation, and no meter which registers more than 2% fast shall be installed.

- (g) *Non-registering meters.* If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate, or based on the estimated consumption for a comparable period, or by such other method as is determined by the City, and its decision shall be final.

Sec. 6-6.10. Billing.

- (a) *Billing period.* The regular billing period shall be monthly for all services.
- (b) *Opening and closing bills.* Opening and closing bills for less than the normal billing period may be prorated. Closing bills may be estimated by the City for the final period as an expediency to permit the customer to pay the closing bill prior to the time service is discontinued. See Section 6-6.05 for requirements for opening an account.
- (c) *Payment of bills.* Bills for water service and sanitary sewer service shall be rendered at the end of each billing period. Bills shall include the charges for water and sewage and shall be inseparable. Delinquency in any part of the bill shall be sufficient cause for the discontinuance of water service. Bills shall be payable on presentation. On each bill for water and sewer service rendered by the City shall be printed substantially the following: "If this bill is not paid on or before the 60th day after the bill was sent, service may be discontinued. A delinquency charge will be made and collected prior to renewing service following a discontinuance."
- (d) *Delinquency notices.* The City shall make the following reasonable, good faith efforts to notify the customer that their account has become delinquent and may be discontinued:
 - (1) *Additional notifications.* The City will make a reasonable, good faith effort to notify the customer that the account remains past due and further collection action will be forthcoming approximately 60 days after bill issuance. The means of notification will be based upon the notification preference selected by the customer, e.g. text, phone, or email. Customers who have not selected a means of notification will be notified by phone. The City assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.
 - (2) *Written disconnection notice.* The City shall not discontinue water service for nonpayment until payment by the customer has been delinquent for at least 60 days. The City will make a reasonable,

good faith effort to contact the customer in writing at least ten business days before discontinuation of water service for nonpayment.

- (i) The written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property which water service is provided are different, a second notice will be mailed to the physical service address. The written disconnection notice will include:
 - A. Customer's name and address;
 - B. Amount that is past due;
 - C. Date by which payment or payment arrangements are required to avoid discontinuation of service;
 - D. Description of the process to apply for an amortization plan;
 - E. Description of the process to dispute or appeal a bill;
 - F. City phone number and a web link to the City's Municipal Code Section 6-6.10.(k) - Collection of delinquent water charges.
- (ii) *Notice to residential tenants/occupants in an individually metered residence.* The City will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.
- (iii) *Notice to tenants/occupants in a multi-unit complex served through a master meter.* The City will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least ten days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the City without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water services at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively terminating service to those occupants who have not met the requirements for service, the City will make service available to the occupants who have met those requirements.
- (iv) If the written disconnection notice is returned through the mail as undeliverable, the City will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for nonpayment.
- (3) *48-hour notice of termination.* The City will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for non-payment. The means of notification will be based upon the notification preference selected by the customer, e.g. text, phone, or email. Customers who have not selected a means of notification will be notified by phone. The City assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.

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- (i) If the City is unable to make contact by text, phone, or email, a good faith effort will be made to visit the residence and leave a notice of termination of service.
- (e) *Separate billing.* Separate bills may be rendered for any service which has a separate connection to a City waterline. All City meters shall be billed separately.
- (f) *Responsibility.* Where there is more than one usage charge on a single parcel being served through a single service, such as a parcel with multiple dwellings, there shall be charged and collected from the parcel owner the water charge for the entire parcel.
- (g) *Liability for services rendered.* The owner of single- and multi-family residential property served by the City shall be charged with, and shall be personally responsible for, the water bills incurred for water service to such property. While the tenants or lessees of the premises may sign up for water service, the property owner shall remain ultimately responsible for any incurred water bills.
- (h) *Disputed bills.* If a customer disputes the water bill and exercises their right to appeal to the City Council, the City will not disconnect water service for nonpayment while the appeal is pending.
- (i) *Delinquent charges.* Where a rental property owner has past due charges for utility services, no new account can be established for service at the same property until payment is rendered for those same charges, unless a tenant or tenants elect to assume the responsibility for the account per Section 6-6.10.(d)(iii) - *Notice to tenants/occupants in a multi-unit complex served through a master meter.*
- (j) *Owner responsible.* Notwithstanding any provisions of this chapter, the property owner shall be additionally responsible for payment of all unpaid water/sewer bills and other fees owed to the City. Any agreement between landlords and tenants to the contrary will not relieve the landlord or record owner of the property of the responsibility for payment of the water and/or sewer service charges to the City.
- (k) *Collection of delinquent water charges.* All rates, charges, penalties and interest which remain delinquent as of June 30 of each year may be collected in the same manner as the general taxes for the City for the forthcoming fiscal year, as follows:
- (1) The City's Finance Department shall prepare a written report, which shall be filed with the City Clerk. The report shall describe each parcel of real property for which there are any delinquencies in any rates or charges for services rendered to each parcel during the preceding year, and the amount of the delinquency. The report of delinquent water charges may be combined with the report of any other delinquent charges, as long as the report identified the delinquent charges for each service for each parcel.
 - (2) The City Clerk shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published once a week for two successive weeks prior to the hearing. The Finance Department shall also mail written notice of the report's filing to each property owner whose property or parcel is identified as being subject to delinquent charges setting forth individually each property and each of the services and charges due for that property.
 - (3) At the time stated in the notice for the prehearing, the Finance Director and/or designee shall hear and consider all objections or protests, if any, to the report concerning the delinquencies in a "prehearing." Thereafter, the City Finance Director may revise, change, reduce, or modify any delinquency, or overrule any or all objections thereto. The Finance Director shall then make his or her determination on each delinquency identified in the report, and present the list to the City Council for final determination at the public hearing stated in the notice.
 - (4) At the time stated in the notice, following the prehearing and prior to submission to the County of Sutter, the City Council shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter the City Council may adopt, revise, change, reduce or modify

any delinquency or overrule any or all objections thereto. The City Council shall then make its determination on each delinquency identified in the report; the City Council's determination shall be final.

- (5) Following the hearing, on or before August 10 of each year, the City Clerk shall file with the City's Finance Director a copy of the signed report to submit to the County. The Finance Director will submit a request to the County of Sutter to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

Sec. 6-6.11. Discontinuance of service.

- (a) *Discontinuance of service for nonpayment.* Service may be discontinued for the nonpayment of bills on or after the 60th day after the bill was sent.
- (1) Before service is disconnected, the customer will be notified by a written disconnection notice at least ten days prior to termination and a second notice 48 hours prior to termination of service by phone, text, or email and by written door hanger. The failure of the City to send, or any such person to receive, such notice shall not affect the City's power hereunder.
- (2) A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this subsection for the payment of bills.
- (3) If a customer receives water service at more than one location, and the bill for service at any one location is not paid within the provided time for payment, water service at all locations may be turned off.
- (4) Domestic service shall not be turned off for the nonpayment of bills for other classes of water service, such as landscape or fire service.
- (b) *Delinquency charges.* A delinquency charge as determined by Section 6-6.18 of this chapter shall be made and collected on the date of scheduled shut-off and thereafter for nonpayment or other violations of this chapter. When bills are delinquent, the City may demand that the full amount of both delinquent and current bills be paid.
- (c) *Unsafe apparatus.* Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.
- (d) *Fraud or abuse.* Service may be discontinued if necessary to protect the City against fraud or abuse.
- (e) *Noncompliance with regulations.* Service may be discontinued for noncompliance with the provisions of this chapter or any other laws or regulations relating to water service.
- (f) *Vacation of premises.* Customers desiring to discontinue service shall so notify the City in order to be relieved of continued liability for service charges.
- (g) *Short-term disconnections for repairs.* Upon notification to the City, short-term disconnections shall be made in order for the customer to complete necessary repairs to their service line. Disconnections will be made at the earliest convenience of the City.
- (h) *Reestablishment of service.* In order to resume or continue service that has been disconnected for any reason except short-term disconnections for repairs, the customer must pay a reestablishment fee. The customer will be charged a fee to reestablish service in the billing system regardless of whether the meter has physically been turned off.
- (1) The City will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next working day following payment of any past due amount, delinquent fees attributable to the termination of service, and/or the abatement of any noncompliance issues.

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- (2) Water service that is turned on by any person other than City personnel or without City authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

Sec. 6-6.12. Collection by suit.

- (a) *Suits.* All unpaid rates and charges provided for in this chapter may be collected by suit.
- (b) *Costs.* The defendant shall pay all the costs of suit in any judgment rendered in favor of the City.

Sec. 6-6.13. Public fire protection.

- (a) *Use of fire hydrants.* Fire hydrants shall be for use by the City or by organized fire protection agencies. Other persons desiring to use fire hydrants for any purpose shall first obtain written permission from the City prior to use and shall operate the fire hydrant in accordance with instructions issued by the City. Unauthorized use of fire hydrants shall be prosecuted according to law and is subject to enforcement measures established in Section 6-6.20.
- (b) *Moving fire hydrants.* When a fire hydrant has been installed in the location specified by the proper authority, the City shall have fulfilled its obligation. If a property owner or other person desires a change in the location of the fire hydrant, he or she shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant shall be approved by the City.
- (c) *Public fire protection service.* Where water is furnished for public fire protection through the public distribution system, within and outside the corporate limits of the City, the City may make a charge for such protection.

Sec. 6-6.14. Private fire protection service.

- (a) *Adequate prevention—General.* A private fire protection service connection, two-inch pipe size and larger, shall be furnished only if adequate provision is made to prevent the use of water from such services for purposes other than fire extinguishing.
- (b) *Unlawful connections.* No person shall make, or allow to exist, any connection to any portion of any line used exclusively for unmetered private fire service for any other purpose.
- (c) *Check valves and bypass meters.* There shall be installed on all fire-line connections, two-inch pipe size and larger, used exclusively for unmetered private fire services, a detector check valve of a type approved by the National Board of Fire Underwriters and equipped with a bypass meter. Such installations shall be located within public streets, alleys, rights-of-way, or easements.
- (d) *Payment.* If the City installs the private fire protection service, the applicant shall make a deposit, in advance, of the estimated cost of installing the private fire protection service. The charge for such installation shall be based on the City's total cost of all labor, materials, equipment, and other costs incidental to the installation, including the cost of the detector check valve and bypass meter assembly if installed by the City.
- (e) *Title.* The service connection and all equipment appurtenant thereto, including the detector check valve and bypass meter assembly, shall be the sole property of the City, and no part of the cost shall be refunded to the applicant.
- (f) *Use.* The unmetered private fire service line shall be used only for fighting accidental fires and for testing the fire prevention system. No charge shall be made for water used for these two purposes.

Water lost through leakage, or used in violation of these regulations, shall be paid for by the applicant at double the rate charged for general use.

The City shall read such bypass meters for the purposes of detecting any unauthorized use of water through the system. If water is used in violation of these regulations, the City may, at its option, discontinue and remove the service.

- (g) *Rates.* There will be no monthly service charge for fire protection systems.

Sec. 6-6.15. Temporary service.

- (a) *Duration of service.* Temporary service connections shall be disconnected and terminated within six months after their installation, unless an extension of time is granted in writing by the City.
- (b) *Deposits.* A deposit shall be paid for temporary service per Section 6-6.18 of this chapter. Upon the discontinuance of the service, an adjustment will be made as an additional charge, refund, or credit for the actual cost of installing and removing the facilities required to furnish such service, exclusive of the cost of salvageable materials, as determined by the City.

If service is supplied through a fire hydrant, the applicant shall be charged a flat charge per connection for the installation, moving, and removal of service facilities, including the meter and a deposit as determined by Section 6-6.18 of this chapter. The City will be notified when the service is no longer required. Billing for the usage of water will be at the metered rate schedule and deducted from the deposit, or an additional billing will be made if the usage exceeds the amount of the deposit.

- (c) *Installation and operation.* All facilities for temporary service to the customer connection shall be installed by the City and shall be operated in accordance with its instructions.
- (d) *Responsibility for meters and installation.* The customer shall use all possible care to prevent damages to the meter or any other loaned facilities of the City which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours after notice in writing has been given to the City that the contractor or other person is through with the meter and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.
- (e) *Temporary service from fire hydrants.* If temporary service is supplied through a fire hydrant, a permit for the use of the fire hydrant shall be obtained from the City. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for such purpose.
- (f) *Unauthorized use of hydrants.* Tampering with any fire hydrant, or the unauthorized use of water therefrom, or for any other purpose, shall be unlawful and subject to enforcement measures established in Section 6-6.20.
- (g) *Rates.* The rates for temporary service shall be in accordance with regular service. The minimum charge for water shall be as set forth by Section 6-6.18 of this chapter.
- (h) *Credit.* The applicant shall pay the estimated cost of service in advance or shall be otherwise required to establish credit.

Sec. 6-6.16. Vacancies.

If vacancies occur in any unmetered housing units, other than those on a reduced rate with no credit for vacancies, and if the water pipelines within and/or without any building or combination of buildings have been provided by owners with shutoff valves, there shall be no charge for such unit or units after such valve or valves have been closed and sealed by the City. The type of shutoff valves to be installed shall be approved by the City, and they shall be located in readily accessible places.

Where there are unusual circumstances which result in a substantial hardship upon the property owner from the strict application of the provisions of this section, the City Manager may grant a variance to these provisions;

however, such variance shall be conditioned to the faithful and accurate reporting of vacancies and service renewals which shall be checked by the City and verified in lieu of the turning on or off of the shutoff valve and, further, such variance shall be revoked automatically if it is found by the City that service renewals have not been promptly, accurately, and faithfully reported by the owner or person in responsible charge, and such persons shall not be allowed to declare any vacancies unless each unit is equipped with a shutoff valve as specified in this section.

Sec. 6-6.17. Reserved.

Sec. 6-6.18. Summary of charges.

~~All the latest and Fees and~~ current charges shall be found in the City's fee schedule document (also known as a master fee schedule), which may be updated or amended by resolution. Maximum rate and fee limits established by the Proposition 218 process shall also be adopted by resolution. The City updates the fee schedule document annually and posts it on the City's website. This section shows the applicable fee categories, which will be reviewed and adjusted by the City Council annually.

~~Beginning in 2017, all the charges related to the use of City water treatment and distribution system set out in Section 6-6.18(j) of this chapter will be reviewed by the City Council on an annual basis as part of the fiscal year budget review process, prior to the July 1 implementation of the increase for each year periodically to confirm alignment with budgetary needs and desired implementation. The City Council will retain the authority to set by resolution the actual rates less than the maximum rates set out in Section 6-6.18(j) of this chapter.~~

~~(a) Fee categories for installing a water service line from the main to the curb stop.~~

~~1" service without meter~~
~~1" meter~~
~~1" residential dual water meter (w/fire service)~~
~~1 1/2" service without meter~~
~~1 1/2" meter~~
~~2" service without meter~~
~~2" meter~~

~~Service lines larger than two-inch shall be charged for actual time and materials (service and/or meter). A deposit will be required based on the cost estimate furnished by the Public Works Department City.~~

~~(b) Other fees.~~

~~Relocate existing water meter~~
~~Fire system flow test~~
~~Hot Tap—4"~~
~~Hot Tap—6"~~
~~Hot Tap—8"~~

Hot Tap—10"

(c) Extension charges (Section 6-6.05(j)).

Parcels zoned (extension fee per front foot*)
R-1 and R-2
All others

*—The indicated extension fee includes a surcharge of \$4 per front foot for fire hydrant installations where the City has installed, or plans to install, street fire hydrants serving the property.

(d) Connection charges (Section 6-6.05(k)).

Meter Size	Maximum Continuous Flow	Factor
1"	25 GPM	1.00
1½"	50 GPM	2.00
2"	100 GPM	4.00
3"	400 GPM*	16.00
4"	800 GPM*	32.00
6"	1,500 GPM*	60.00
8"	3,500 GPM*	140.00

*—Compound meter

Meter type for connections two-inch size and larger will be determined by the City after consultation with the new customer.

Any customer that purchases a connection charge prior to July 1, 2000, may complete the project at any time, and is not subject to connection charge rate adjustments or credit of interest. Any connection charges paid on or after July 1, 2000 and the project is completed within 18 months, will not be subject to any additional connection charges or interest credits. A project is deemed completed when all building permits are paid and a final inspection report is issued. Any connection charges paid on or after July 1, 2000, and the project is not completed within 18 months will be subject to the connection charge in effect at the time of project completion, and will be entitled to interest credit as to any connection charge increases. Interest will only be allowed as a credit toward connection charges increases and, in no event, shall customer be entitled to any refund of said interest. Interest will accrue, beginning 18 months after the initial purchase, based on the initial connection charge payment. Interest payment will be credited semi-annually on January 1 and July 1 based on the previous average semi-annual rate of the Local Agency Investment Fund administered by the California State Treasury. Connection permits or charges cannot be sold or transferred between any party other than the City of Yuba City.

(e) Meter test deposit (Section 6-6.09(f))

(f) After hours service charge

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~~(g) Delinquency charges (Section 6-6.11(b))~~

~~(h) Temporary service deposit (Section 6-6.15(b)) (per inch of desired size of service)~~

~~(i) Fire hydrant use (Section 6-6.15(b) and (e)).~~

Connection and removal of meter
Move meter from one hydrant to another
Deposit (for usage charge)
Deposit (for damage to meter)
Minimum monthly usage charge:
Metered (5,000 cubic foot at current rate)
Flat rate (minimum monthly)

~~(j) Water service rates.~~

~~(1) Quantity charges.~~ A rate per 100 cubic feet (HCF) is hereby established with a minimum billing for all metered services as set forth in subsection (2) of this subsection.

~~(2) Monthly water rates.~~ The chart below enumerates the maximum charges authorized following the 202617 Proposition 218 process. Actual rates and effective dates are subject to annually to Council approval and shall be established via resolution.

Meter Size	Base Line HCFs*	8/1/2016 to 6/30/2017	7/1/2017 to 6/30/2018	7/1/2018 to 6/30/2019	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021
1"	11	\$28.50	\$33.91	\$39.49	\$41.01	\$42.59
1.5"	22	\$57.00	\$67.83	\$78.98	\$82.03	\$85.18
2"	44	\$114.01	\$135.67	\$157.99	\$164.07	\$170.39
3"	176	\$456.02	\$542.66	\$631.93	\$656.26	\$681.53
4"	352	\$912.05	\$1,085.34	\$1,263.88	\$1,312.54	\$1,363.08
6"	660	\$1,710.09	\$2,035.00	\$2,369.76	\$2,461.00	\$2,555.74
8"	1,540	\$3,990.21	\$4,748.36	\$5,529.46	\$5,742.34	\$5,963.42

Water-Flow Rate: Per-Excess HCF	\$1.430	\$1.701	\$1.981	\$2.057	\$2.137

* 1 HCF = 748 gallons

~~(3) Unmetered service. Reserved.~~

~~(k) Meter surcharge for unmetered services. Reserved.~~

~~(l) Annual adjustments. Annually on July 1 of each year fees and charges in the following sections shall be adjusted based on the previous April value of the Twenty City Average of Engineering News Record Construction Index: 6-6.18(a), (b), (c) and (d).~~

Annually on July 1 of each year fees and charges in the following sections shall be adjusted based on the previous April value of the California Consumer Price Index (CPI) for all urban consumers: 6-6.18(e), (f), (h), (i), (m), and (n).

~~(m) Fees for cross-connection control program.~~

~~(1) Application for backflow tester~~

~~(2) Backflow test tags (per tag)~~

~~(3) Air gap inspection/sticker (per vehicle/equipment piece)~~

~~(n) Water service disconnection.~~

~~(1) Disconnect service (for non-payment)~~

~~(2) Meter lock-off (continued non-payment and/or illegal use)~~

~~(3) Meter removal (continued non-payment and/or illegal use)~~

~~(4) After hours reconnection~~

~~(5) Notice served in lieu of disconnect service (plus delinquency charge)~~

~~(a) Special water surcharge.~~

- (1) *Purpose and application.* A special water surcharge shall be applied solely and strictly to the service area known as Regions 1, 2, and 3 of the "Former Hillcrest Water System" in accordance with City Resolution No. 10-114 dated December 21, 2010. The region map for the Former Hillcrest Water System is on file at the office of the Public Works Director.
- (2) *Schedule of special water surcharge and collection thereof.* The surcharge shall be applied to the regular utility billing for City water customers within the Former Hillcrest Water System for a period of 20 years beginning in February 2011, in order to pay the determined portion of the two State Revolving Fund loans which were obtained for the conversion of the water system from groundwater to surface water, as determined by the Proposition 218 process and resolved by City Council. The water rate surcharge should not be indexed; the schedule of rates is shown in the chart below:

Service Size	Surcharge Amount
Up to 1"	\$13.57 /month
1-1/2"	\$27.14 /month
2"	\$54.28 /month
3"	\$173.70 /month
4"	\$312.11 /month

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6"	\$578.50 /month

- (3) *Prepayment.* Surcharge installments may be prepaid at any time between the date of adoption of the City Council resolution and the date the last surcharge installment is due and payable, by depositing with the City Finance Director a sum equal to the unpaid principal of any remaining surcharge installments, exclusive of any interest or fees thereon.

Sec. 6-6.19. Emergency water restrictions.

- (a) Upon declaration of the City Council that water supply conditions are such that they dictate and justify the implementation of emergency water restrictions, the regulations in the Water Shortage Contingency Plan within the City's adopted Urban Water Management Plan will apply.
- (b) In the event that any provision of this section or the City Municipal Code conflicts or overlaps with any mandatory state regulation related to water conservation, the more stringent shall apply.
- (c) Violation of any water restrictions in effect shall be subject to the penalties enumerated in Section 6-6.20 - Enforcement measures.

Sec. 6-6.20. Enforcement measures.

- (a) For each violation of any of the provisions/regulations set forth in this chapter, there shall be assessed against the responsible party for the property on which the violation occurs, i.e. the owner, lessee, person in possession of said property, or the person reflected in the Yuba City utility records as the party to whom the water bill is sent, the following penalties:
- (1) First violation: A written warning of such violation.
 - (2) Second violation: \$50 surcharge which shall appear on the next monthly water billing.
 - (3) Third violation: \$100 surcharge which shall appear on the next monthly water billing.
 - (4) Fourth and subsequent violations: \$250 surcharge which shall appear on the next monthly water billing.
- (b) For each violation of any of the cross-connections or other provisions/regulations as set forth in Section 6-6.08 or 6-6.21 there shall be assessed against the responsible party for the property on which the violation occurs, i.e. the owner, lessee, person in possession of said property, or the person reflected in the Yuba City utility records as the party to whom the water bill is sent, the following penalties:
- (1) First violation: A written warning of such violation and five times the value of the water.
 - (2) Second violation: \$500 surcharge and ten times the value of the water, which shall appear on the next monthly water billing.
 - (3) Third and subsequent violation: \$5,000 surcharge and ten times the value of the water, which shall appear on the next monthly water billing.

Sec. 6-6.21. Cross-connection control program.

A cross-connection control program is established as provided in this section.

- (a) *Purpose/references/case history.*
- (1) *Purpose.*

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- (i) To protect the public water supply against actual or potential cross-connection by isolating within the premises contamination that may occur because of some undiscovered or unauthorized cross-connection on the premises;
 - (ii) To eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption;
 - (iii) To eliminate cross-connections between drinking water systems and sources of contamination;
 - (iv) To prevent the making of cross-connections in the future;
 - (v) This section is adopted pursuant to the State of California Code of Regulations, Title 17 and 22 Public Health, and entitled "Regulations Relating to Cross-Connections," requiring the water supplier to administer a program to ensure cross-connection devices are installed, maintained, and tested annually.
- (2) *References.*
- (i) Under Public Law 99-339 the Safe Drinking Water Act inclusive of amendments;
 - (ii) California Plumbing Code Chapter 6602.0602.1 602.2 602-3 602-4;
 - (iii) California Administrative Code Titles 17 and 22;
 - (iv) City of Yuba City Standard Details 408408A 410 413;
 - (v) Manual of Cross Connection Control, 9th Edition, published by University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.
- (3) *Case History.* Manual of Cross Connection Control, 9th Edition, published by University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.
- (b) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- (1) *Air-gap separation (AG)* shall mean a physical break between a supply pipe and a receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel, in no case less than one inch.
 - (2) *Approved backflow prevention device* shall mean devices which have passed laboratory testing and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the (AWWA) American Water Works Association and possess a valid certification.
 - (3) *Approved water supply* shall mean any water supply whose potability is regulated by a state or local health agency, including the water supplier.
 - (4) *Auxiliary water supply* shall mean any water supply on or available to the premises other than the approved water supply.
 - (5) *AWWA standard* shall mean an official standard developed and approved by the American Water Works Association (AWWA).
 - (6) *Backflow* shall mean a flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures, or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source, whether caused by back siphonage, backpressure, or otherwise.
 - (7) *Contamination* shall mean a degradation of the quality of the potable water by any substance which creates a hazard to the public health or which may impair the usefulness or quality of the water.

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- (8) *Cross-connection* shall mean any actual or potential connection between a potable water system used to supply water for potable purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or any other devices through which backflow could occur, shall be considered to be cross-connections.
- (9) *Double check-valve assembly* shall mean an assembly of at least two independently acting check-valves including tightly closing shutoff valves on each side of the check-valve assembly and test cocks available for testing the water-tightness of each check-valve.
- (10) *Health agency* shall mean the California Department of Public Health.
- (11) *Local health agency* shall mean Sutter County Environmental Health.
- (12) *Person* shall mean an individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.
- (13) *Premises* shall mean any and all areas on a property which are served or have the potential to be served by the public water system.
- (14) *Public water system* shall mean water provided by the City of Yuba City.
- (15) *Reclaimed water* shall mean a wastewater which as a result of treatment is suitable for uses other than potable use.
- (16) *Reduced pressure principle backflow prevention assembly* shall mean an assembly incorporating two or more check-valves and an automatically operating differential relief valve located between the two checks, a tightly closing shut-off valve on each side of the check-valve assembly, and equipped with necessary test cocks for testing.
- (17) *Service connection* shall mean and refer to the point of connection of a water user's piping to the water supplier's facilities.
- (18) *Unprotected cross-connection* shall mean any cross-connection not outfitted with an air-gap separation, double check-valve assembly or reduced pressure principle backflow prevention assembly.
- (19) *Water supplier* shall mean the City of Yuba City who operates the approved water supply system. For the purposes of this document, the term "water supplier" shall mean the City.
- (20) *Water user* shall mean any person obtaining water from an approved water supply system of the City of Yuba City.
- (c) *Cross-connection protection requirements.*
- (1) *General provisions.*
- (i) It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes of water fixtures being served with water by the City and any other source of water supply, or to maintain any sanitary fixture or other appurtenances or fixtures which by reason of their construction may cause or allow backflow of water or other substances into the water supply system of the City and/or the service of water pipes or fixtures of any water user of the City.
- (ii) Unprotected cross-connections with the City's water supply are prohibited.
- (iii) Whenever the water supplier, health agency, or local health agency determines that backflow protection is required on a premises, the City will require the water user to install an approved

backflow prevention device at his/her expense for continued services or before a new service will be granted or continued.

- (iv) Wherever the water supplier, health agency, or local health agency determines that backflow protection is required on a water supply line entering a water user's premises, then any and all water supply lines from the City's mains entering such premises, buildings, or structures shall be protected by an approved backflow prevention device, to be installed at the water user's expense. The type of device to be installed will be in accordance with the requirements of this section.
- (v) Every fire protection system served by the water supplier shall be separately connected to the public water system, and not interconnected to plumbing systems serving domestic or irrigation water unless approved by the Utilities Director or the Public Works Director.
- (vi) All services to commercial or industrial users who apply for new construction or remodel permits shall at that time upgrade all service connection points to current standards. This includes domestic/irrigation/fire water service connection points.
- (vii) Any current device that does not meet current standards must be replaced. The water user must retrofit their assembly to meet current standards at the water user's expense.
- (viii) Backflow preventive assemblies shall have at least the same cross-sectional area as the water meter or less than the cross-sectional area with exception of those in parallel. In those instances where a continuous water supply is necessary, two sets of backflow preventive assemblies shall be installed in parallel, if the water supply cannot be temporarily interrupted for the testing of or the repair of the assemblies.
- (ix) *Cross-connections.* The customer shall comply with state and federal laws governing the separation of dual water systems or installations of backflow protective devices to protect the public water supply from the danger of cross-connections. Backflow protective devices shall be installed as near the service as possible and shall be open to tests and inspections by the City. Plans for the installation of backflow protective devices shall be approved by the City prior to installation.
- (x) In special circumstances, where the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the City may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the backflow preventive devices.
- (xi) As a protection to the customer's plumbing system, a suitable pressure relief valve shall be installed and maintained by him or her, at his or her expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater. The devices shall be serviced, overhauled, or replaced whenever they are found defective, and all costs of repair, replacement, and maintenance shall be borne by the customer.
- (xii) *Direct connections to stationary steam boiler, hydraulic elevators, power pumps, and similar apparatus.* No person shall draw water from City pipes directly into any stationary steam boiler, hydraulic elevator, power pump, or similar apparatus.
- (xiii) Where City water is used to supply a steam boiler, hydraulic elevator, or power pump, its owner shall provide tankage of sufficient capacity to afford a supply of at least 12 hours, into which the service pipe shall be discharged.
- (xiv) *Commercial and industrial cooling systems.* All commercial and industrial businesses shall be required to equip all air conditioning and evaporative cooler units using City water with cooling towers and/or recirculating water pumps in order to conserve City water.

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- (xv) *Responsibility for equipment.* The customer shall, at his or her own risk and expense, furnish, install, and keep in good and safe condition all equipment which may be required for receiving, controlling, applying, and utilizing water. The City shall not be responsible for damages to property caused by faucets, valves, and other equipment which is open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.
- (2) *Where protection is required.*
- (i) Each service connection from the City water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system.
- (ii) Each service connection from the City water system for supplying water to any premises on which any substance, which has the potential to create contamination, is handled in such fashion as may allow its entry into the water system, shall be protected against backflow of the water from the premises into the public system by a backflow prevention device to be installed at the water user's expense. Backflow prevention devices shall also be installed, at the water user's expense, for service connections handling process waters and waters originating from the City water system which have been subjected to contamination from the premises.
- (iii) Each service connection from the City water system solely dedicated for landscape irrigation shall have a backflow prevention device installed to protect the public water system from potential contamination, to be installed at the water user's expense.
- (iv) Backflow prevention devices shall be installed on all service connections to any premises having any of the following:
- A. Internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the state or local health agency and the City; or
- B. Intricate plumbing and piping arrangements; or
- C. Where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist; or
- D. Any premises that has pumps to increase water pressure from the supplier.
- (iv) Any system or premises designated to serve multiple residential, commercial, or industrial tenants whose water practices are unknown at the time the plumbing or building permit is issued shall be protected against backflow of water from the premises to the public water system by a backflow prevention device of the type required by the City, health agency, or local health agency. The determination of the type of backflow prevention device required shall be based on a determination of the potential hazard that may reasonably be expected to be encountered in buildings of similar type or nature.
- (vi) All portable pressure spray or cleaning units (including water trucks, street sweepers, etc.) that have the capability of connecting to any water supplier's system shall be provided with an air-gap separation.
- (3) *Type of protection required.*
- (i) The type of protection that shall be provided to prevent backflow into the approved water supply shall be commensurate with the degree of hazard that exists on the consumer's premises. The type of protective device that may be required (listed in an increasing level of protection) includes: double check-valve assembly (DC), reduced pressure principle backflow prevention device (RP), and an air-gap separation (AG). The water user may choose a higher level of

protection than required by the City, health agency, or local health agency. The minimum types of backflow protection required to protect the approved water supply at the user's water connection to premises with varying degrees of hazard are given in Table 1. Situations which are not covered in Table 1 shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the City or health agency, consistent with the highest practicable protection of potable water supplies.

TYPE OF BACKFLOW PROTECTION REQUIRED
TABLE 1

Degree of Hazard	Minimum Type of Backflow Prevention
Sewage and Hazardous Substances	
(1) Premises where the public water system is used to supplement the reclaimed water supply.	AG
(2) Premises where there are wastewater pumping and/or treatment plants and there is not interconnection with the potable water system. This does not include a single-family residence that has a sewage lift pump. An RP may be provided in lieu of an AG if approved by both the health agency and the City.	AG
(3) Premises where reclaimed water is used and there is no interconnection with the potable water system. An RP may be provided in lieu of an AG if approved by both the health agency and the City.	AG
(4) Premises where hazardous substances are handled in any manner in which the substances may enter a potable water system. This does not include a single-family residence that has a sewage lift pump. An RP may be provided in lieu of an AG if approved by both the health agency and the City.	AG
(5) Premises where there are irrigation systems into which fertilizers, herbicides, or pesticides are, or can be, injected or assimilated.	RP
Auxiliary Water Supplies	
(1) Premises where there is an unapproved auxiliary water supply which is interconnected with the public water system. An RP may be provided in lieu of an AG if approved by both the health agency and the City.	AG
(2) Premises where there is an unapproved auxiliary water supply and there are no interconnections with the public water system. A DC may be provided in lieu of an RP if approved by both the health agency and City.	RP
<u>(3) Premises where there is a City water service connection solely for landscape irrigation.</u>	<u>RP</u>
Fire Protection Systems	
(1) Premises where fire system is directly supplied from the public water system and there is an unapproved auxiliary water supply on or to the premises (not interconnected).	RP
(2) Premises where the fire system is supplied from the public water system and interconnected with an unapproved auxiliary water supply. An RP may be provided in lieu of an AG if approved by both the health agency and City.	AG
(3) Premises where the fire system is supplied from the public water system and where either elevated storage tanks or fire pumps which take suction from the private reservoirs or tanks are used.	RP
(4) Dockside watering points and marine facilities.	RP
(5) Premises where there are marine facilities.	RP

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(6) Premises where entry is so restricted that the City determines that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.	RP
(7) Premises where cross-connections have been established or reestablished two or more times or any other water service that the health agency or the City determines that a cross-connection hazard may exist.	RP

(d) *Backflow prevention devices.*

(1) *Approved backflow prevention devices.*

- (i) Only backflow prevention devices which have been approved by the City shall be acceptable for installation by a water user connected to the City's potable water system.
- (ii) The City will provide, upon request, to any affected customer a list of approved backflow prevention devices.

(2) *Backflow prevention device installation.*

- (i) Backflow prevention devices shall be installed in a manner prescribed in Section 7603, Title 17/22, of the California Administrative Code of Regulations. Location of the devices shall be as close as practical to the user's connection to the public water supply. The City shall have the final discretionary authority in determining the required location of a backflow prevention device.
 - A. *Air-gap separation (AG).* The air-gap separation shall be located on the user's side of and as close to the service connection as is practical. All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air-gap separation. The water inlet piping shall terminate a distance of at least two pipe diameters of the supply inlet, but in no case less than one inch above the overflow rim of the receiving tank.
 - B. *Reduced pressure principal backflow prevention device (RP).* The approved reduced pressure principal backflow prevention device shall be installed on the user's side of and as close to the service connection as is practical. The device shall be installed a minimum of 12 inches above grade and not more than 36 inches above grade measured from the bottom of the device and with a minimum of 12 inches side clearance. The device shall be installed so that it is readily accessible for maintenance and testing. Water supplied from any point between the service connection and the RP device shall be protected in a manner approved by the City.
 - C. *Double check-valve assembly (DC).* The approved double check-valve assembly shall be located as close as practical to the user's service connection and shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance. If a double check-valve assembly is put below grade it must be installed in a vault such that there is a minimum of six inches between the bottom of the vault and the bottom of the device, so that the top of the device is no more than eight inches below grade, so there is a minimum of six inches of clearance between the side of the device with the test cocks and the side of the vault, and so there is a minimum of three-inch clearance between the other side of the device and the side of the vault. Double check-valve assemblies of the "Y" type must be installed on their "side" with the test cocks in a vertical position so that the check-valve may be removed for service without removing the device. Vaults which do not have an integrated bottom must be placed on a three-inch layer of gravel.

(3) *Backflow prevention device testing and maintenance.*

- (i) California Department of Public Health requires that the City administer a cross-connection program to ensure that annual testing is completed. The owners of any premises on which, or on account of which, backflow prevention devices are installed, shall have the devices tested by a person certified by the American Water Works Association and approved by the City. Backflow prevention devices must be tested at least annually and immediately after installation, relocation, or repair. The City may require a more frequent test schedule if it is determined to be necessary. No device shall be placed back in service unless it is functioning as required. A report in a form acceptable to the City shall be filed with the City each time a device is tested, relocated, or repaired. These devices shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the water user.
- (ii) The City will supply affected water users with a list of persons acceptable to the City to test backflow prevention devices. The City will notify affected customers by mail when annual testing of a device is needed and also supply users with the necessary forms which must be filled out each time a device is tested or repaired.

(4) *Backflow prevention device removal.*

- (i) Approval must be obtained from the City before a backflow prevention device is removed, relocated, or replaced.
 - A. *Removal.* The use of a device may be discontinued and the device removed from service upon determination by the City that a hazard no longer exists or is not likely to be created in the future. All well(s) must be abandoned by permit through Sutter County Environmental Health.
 - B. *Relocation.* A device may be relocated following confirmation by the City of Yuba City that the relocation will continue to provide the required protection and satisfy installation requirements. The City shall require a retest following the relocation of the device to verify the required level of protection.
 - C. *Repair.* A device may be removed for repair, provided the water use is either discontinued until repair is completed and the device is returned to service, or the service connection is equipped with other backflow protection approved by the City. The City shall require a retest following the repair of the device to verify the required level of protection.
 - D. *Replacement.* A device may be removed and replaced provided the water use is discontinued until the replacement device is installed. All replacement devices must be approved by the City and must be commensurate with the degree of hazard involved or updated to current standards.
- (e) *User supervisor.* At each premise where it is necessary, in the opinion of the City, a user supervisor shall be designated by and at the expense of the water user. This user supervisor shall be responsible for the monitoring of the backflow prevention devices and for avoidance of cross-connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the premises, the City shall be promptly notified by the user supervisor so that appropriate measures may be taken to overcome the contamination. The water user shall inform the City of the user supervisor's identity annually, and whenever a change occurs. Any cost incurred by the City due to contamination by the failure/tampering or removal of the backflow device caused by user negligence shall be the responsibility of the water user or the property owner.
- (f) *Administrative procedures.*
 - (1) *Water system survey.*

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- (i) The City shall review all requests for new services to determine if backflow protection is needed. Plans and specifications must be submitted to the City upon request for review of possible cross-connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention device is necessary to protect the public water system, the required device must be installed before service will be granted.
 - (ii) The City may require an on-premises inspection to evaluate cross-connection hazards. The City will transmit a written 48-hour notice requesting an inspection appointment to each affected water user. Any customer who cannot or will not allow on-premises inspection of their piping system shall be required to install the backflow prevention device the City considers necessary.
- A. *Right of entry for inspections.* Upon presentation of official identification, any authorized employee of the City on official business shall be allowed access at reasonable hours to any premises supplied by City water supply.
 - B. Any person who, as owner or occupant of any premises, refuses admittance to or hinders or prevents inspection by an authorized employee of the City may have all water service to the premises terminated. Water will not be restored until an inspection is performed and any corrective action has been addressed. A reconnection fee will be charged in accordance with the fees established in Section 6-6.18 of this chapter.
 - C. The City may, at its discretion, require a re-inspection for cross-connection hazards of any premises to which it serves water. The City will transmit a written 48-hour notice requesting an inspection appointment to each affected water user. Any customer who cannot or will not allow on-premises inspection of their piping system shall be required to install the backflow prevention device the City considers necessary.
- (2) *Customer notification—Device installation.*
- (i) The City will notify any affected water user of the survey findings, listing corrective action to be taken if required. A period of 30 days will be given to complete all corrective action required including installation of backflow prevention devices.
 - (ii) A second notice will be sent to each water user which does not take the required corrective action prescribed in the first notice within the 30-day period allowed. The second notice will give the water user a 15-day period to take the required corrective action. If no action is taken within the two-week period the City may terminate water service to the affected water user until the required corrective actions are taken. A reconnection fee will be charged per the City's fee schedule.
- (3) *Customer notification—Testing and maintenance.*
- (i) The City will notify each affected water user 15 days prior to the time for the backflow prevention device installed on their service connection to be tested. This written notice shall give the water user 60 days to have the device tested and supply the City with a completed test report. All test reports are due annually on the first day of the month in which the device was installed, repaired, or replaced.
 - (ii) A second notice shall be sent 30 days after the first notice to each City water user which does not have his/her backflow prevention device tested as prescribed in the first notice within the 60-day period allowed. The second notice will give the water user a 30-day period within the original 60-day period to have his/her backflow prevention device tested.
 - (iii) A third and notice shall be sent to have his/her backflow prevention device tested. If no action is taken within the remaining 14-day period, a 48-hour notice will be hand-delivered prior to the shut off time and date stated in the third notice. The City may terminate water service to the

affected water user at that time to the premises until the subject device is tested. A reconnection fee will be charged in accordance with the City's fee schedule before the water service will be restored.

(g) *Tester requirements.*

- (1) *Business license required.* All testers must possess a current business license issued by the City.
- (2) *Application for testers.* All parties that wish to test backflow prevention devices within the City surface or groundwater systems shall complete an application for approval to the City cross-connection control program and pay all applicable fees as set forth in Section 6-6.18 of this chapter. All fees for applications are non-refundable regardless of approval. If approved, this will permit testing for a period of three years from the approval date. Before the expiration of the initial three-year period, a notification letter of upcoming expiration will be sent. For renewal, a new application and all applicable fees must be paid. Notification by phone or mail will occur regardless of approval. All test equipment must be calibrated within the last 12 months and calibration reports must be submitted with each application. The responsibility for maintaining current approval status is solely the applicant's responsibility. Tester fees and backflow tag fees shall be waived for City employees for the testing of municipal devices only.
- (3) *Backflow tags.* Every individual backflow device must have a backflow test tag. Serial numbers from tags must be printed on all test report forms submitted. A new tag must be placed on each device at the number one test cock each time the device is tested, repaired, or relocated. All backflow tags must be purchased at the City Finance Department, 1201 Civic Center Boulevard, Yuba City, California, 95993 in accordance with the fees established in Section 6-6.18 of this chapter. Tags are valid from January 1 through December 31 of each year. Tags will expire on December 31 of every calendar year and each year's tags will be of differing color. Tag fees are nonrefundable and unused tags may not be returned for a refund.
- (4) *Application forms.* All application forms can be picked up and returned with fees paid at the time of application to the City of Yuba City Finance Department, 1201 Civic Center Boulevard, Yuba City, California, 95993 (Attention Cross-Connection Control Program).
- (5) *Test forms.* All test forms must be approved by The City of Yuba City Cross-Connection Program.

(h) *Water service termination.*

- (1) *General.* When the City encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the City shall institute the procedure for discontinuing the City water service.
- (2) *Basis for termination.* Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following items:
 - (i) Refusal to install a required backflow prevention device;
 - (ii) Refusal to test a backflow prevention device;
 - (iii) Refusal to repair a faulty backflow prevention device;
 - (iv) Refusal to replace a faulty backflow prevention device;
 - (v) Direct or indirect connection between the public water system and a sewer line;
 - (vi) Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants;
 - (vii) Unprotected direct or indirect connection between the public water system and an auxiliary water system;

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- (viii) A situation which presents an immediate health hazard to the public water system.
 - (3) *Water service termination procedures.*
 - (i) For conditions (i), (ii), (iii) or (iv) of subsection (h)(2) of this section, the City will terminate service to a customer's premises after two written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed time period, water service may be terminated.
 - (ii) For conditions (v), (vi), (vii) or (viii) of subsection (h)(2) of this section, the City will take the following steps:
 - A. Make reasonable effort to advise the water user of intent to terminate water service;
 - B. Immediately terminate water supply and lock service valve. The water service will remain inactive until correction of violations has been approved by the City. A reconnection fee will be charged in accordance with the City's shutoff policy.
 - (i) *Fire hydrant use.*
 - (1) *Hydrant meter required.* It is unlawful for any unauthorized person to draw, cause to be drawn, or allow to be drawn, for any purpose whatsoever, any water from any fire backflow device or fire hydrant within the City's public water supply (surface or groundwater) without a hydrant meter issued from the Finance Department, except any authorized fire personnel. All unauthorized water use will be considered theft of a public utility and subject to the fees/fines established in Section 6.20 of this chapter. All conditions of subsection B of this section shall apply and the City may require additional backflow prevention devices in companion with the hydrant meter. The additional backflow device will be at the user's expense.
 - (2) *Air-gap inspection and stickers.* All water trucks, tanks, and other equipment drawing water from within the City's public water supply (surface or groundwater) shall be inspected annually and approved by the [Public WorksUtilities](#) Department for proper air gap prior to drawing water. Upon approval by the [Public WorksUtilities](#) Department a color-coded verification sticker that contains a specific serial number shall be applied to the vehicle's windshield or rear bumper. The sticker will be valid for one year from the date of issuance. All inspections are to be paid for in advance at the City of Yuba City Finance Department, 1201 Civic Center Boulevard, Yuba City, California, 95993 in accordance with the fees established in Section 6.18 of this chapter. All unauthorized water use will be considered theft of a public utility and subject to the fees/fines established in Section 6.20 of this chapter.
 - (3) *Pools and tanks.* When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the City prior to taking such water.

Sec. 6-6.22 Assessment installments in lieu of payment of water fees.

- (a) *Purpose/findings/definitions.*
 - (1) *Purpose.*
 - (i) To authorize and establish a procedure for levying assessment installments in lieu of payment of fees associated with the initial extension and connection of water service as outlined in Section 6-6.05. - Application for regular service and Section 6-6.18. - Summary of charges.
 - (2) *Findings.*
 - (i) There remain within the City's SPHERE OF INFLUENCE a number of residential and non-residential premises which are still being served by private wells rather than being connected to the City water distribution system.

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- (ii) One means of facilitating connection of the premises to the City water system is to provide the owners of such premises with an alternate means of financing the water extension and connection fees for assessment installments in lieu of lump sum payment of the fees, which ordinarily become due and payable at the time of connection of the premises to the City water system and before service is established, per the provisions of Section 6-6.05 - Application for regular water service.
 - (iii) The intent in enacting this section of the Municipal Code is to provide such financial assistance by allowing payment of such fees over a ten-year period through the levying of assessment installments in lieu of payment of water fees in the manner provided for by this section.
 - (3) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (i) *Water fees* shall mean any and all fees and charges associated with the extension and connection of new regular water services, as described in Section 6.6-18 - Summary of charges. All charges and fees related to the installation of service, including meters and material costs, shall be made in lump sum at the time of request.
 - (ii) *Assessment installments* shall mean the assessments levied on the property's taxes over a ten-year period following approval by the City Council and direction to the County Auditor. This shall include any interest thereon or subject administrative fees.
 - (iii) *Engineer* shall mean the City Engineer, who may also be the Public Works Director.
 - (iv) *City water service area* shall mean the area within the City's incorporated limits and sphere of influence which is or may be served by City water.
 - (b) *Applicability.* The provisions of this section shall apply to and authorize the levy of assessment installments in lieu of payment of water fees for the following residential and non-residential premises within the City water service area connecting to the City water distribution system:
 - (1) *Premises within the incorporated territory of the City of Yuba City.* Where premises connecting to the City water distribution system are located in that part of the City water service area within the incorporated territory of the City, this section shall authorize the levy of assessment installments in lieu of payment of water fees if, and only if, such assessment has been approved and authorized by the City Council, and if such premises are presently being served by a private well, it will be abandoned entirely or separated from the City's water distribution systems by means of an approved backflow prevention device in accordance with Section 6-6.21 - Cross-connection control program.
 - (2) *Premises within the City's sphere of influence in the County of Sutter.* Where the premises being connected to the City water distribution system are located in that part of the City water service area within the City's sphere of influence in the County of Sutter, this section shall authorize the levy of assessment installments in lieu of payment of water fees if, and only if, such assessment has been approved and authorized by the City Council; if such premises are presently being served by a private well, it will be abandoned entirely or separated from the City's water distribution system by means of an approved backflow prevention device in accordance with Section 6-6.21 - Cross-connection control program; and upon execution of an extraterritorial agreement with the City.
 - (c) *Petition for levying assessment installments in lieu of payment of water fees.*
 - (1) Proceedings for levying assessment installments in lieu of the payment of water fees shall be initiated by a petition filed in the office of the Engineer.
 - (2) Such petition shall describe the premises to be connected to the City water distribution system by street address or other method sufficient to enable the Engineer to identify the location and

boundaries of such premises; shall include a declaration that if the premises are presently being served by a private well, it will be abandoned entirely or separated from the City's water distribution system by means of an approved backflow prevention device in accordance with Section 6-6.21. - Cross-connection control program; shall set forth the requests of the petitioners for the City Council to levy an assessment in lieu of payment of water fees in the manner provided for by this section; and shall be signed by and set forth the mailing address of all persons owning an interest in the fee title to the premises.

- (3) Any such administrative or operational costs incurred by the processing of the petition in the manner provided for by this section may be charged as a petition fee at the discretion of the Engineer.

(d) *Report of Engineer on assessment petition.*

- (1) Following receipt of an assessment petition, the Engineer shall promptly cause a report to be made on the petition.
- (2) The report shall set forth the following:
 - (i) A description of the premises which are the subject of the petition both by legal description and assessor's parcel number;
 - (ii) The name and mailing address of all persons owning an interest in the fee title to the such premises;
 - (iii) A determination as to whether the premises are located in that part of the City water service area within the incorporated territory of the City or that part of the City water service area within the City's Sphere of Influence in the County of Sutter;
 - (iv) A computation of the total amount of the water fees which would become due and payable in accordance with the provisions of Sections 6-6.05. and 6-6.18. of this chapter at the time of connection of the premises to the City water distribution system and before service is established; and,
 - (v) A schedule of the assessment installments to be levied against the subject premises in order to pay all such water fees, together with interest and an administrative fee thereon, in ten annual installments, all at the time, in the amounts, and in the manner hereinafter provided by this section.
- (3) Following completion of such report, the Engineer shall cause the petition and report to be brought before the City Council for consideration for approval and authorization.

(e) *Consideration of assessment petition by City Council.*

- (1) On the date and at the time of the City Council meeting on the assessment petition, the City Council shall consider the assessment petition, the report of the Engineer on the assessment petition, and any other relevant matters bearing on the petition and/or the assessment installments to be levied in lieu of payment of water connection fees pursuant to the assessment petition.
- (2) Following consideration, of the assessment petition and report, the City Council may, by resolution:
 - (i) Grant the petition and levy assessment installments in lieu of payment as outlined herein this section;
 - (ii) Direct the City Manager, Utilities Director, Engineer, Finance Director, and any other necessary staff to conduct any required action(s);
 - (iii) Approve an extraterritorial agreement in cases where the subject premises fall outside of City limits but within the City's sphere of influence.

(f) *Establishment of assessment installments.*

- (1) Upon receipt of a certified copy of a resolution of the City Council levying assessment installments in lieu of payment of water fees, the Engineer shall cause the resolution to be recorded in the official records of the County of Sutter.
- (2) After the date of such recordation, the assessments provided for by such resolution shall constitute a lien upon the premises which are the subject of the resolution which shall have the priority and effect of an assessment lien as provided for by Article 13, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (commencing with Section 53930) or any other law of the State of California applicable to assessment liens levied by a municipality.
- (3) Following recordation, the Engineer shall ensure that such resolution be transmitted to the Sutter County Auditor with the request that the assessment installments levied by the resolution be added to the County tax rolls at the time and manner provided therein.
- (4) Thereafter, all assessment installments provided for in the resolution which become due in any year, together with all interest thereon, shall be payable in the same manner and at the same time that general taxes of the County on real property are payable, and such assessment installments and all interest and fees thereon shall become delinquent at the same time and bear the same proportional penalty and interest after delinquency as do the general taxes of the County on real property.

(g) *Assessment installments.*

- (1) *Timing of payment.* Assessments in lieu of the payment of water fees, including interest thereon and any required administrative fees, shall be levied in ten equal installments of principal, interest, and administrative fees due and payable as follows:
 - (i) Where the resolution levying the assessment installments is adopted by the City Council between January 1st and July 10th, assessment installments shall be due payable commencing on November 10th of the calendar year in which the resolution was adopted and on November 10th of each year thereafter until all assessment installments have been paid in full, November 10th being the same date that County property taxes are due and payable under the laws of the State of California.
 - (ii) Where the resolution levying the assessment is adopted by the City Council between July 11th and December 31st, assessment installments shall be due and payable commencing on November 10th of the calendar year next succeeding the calendar year in which the resolution was adopted and on November 10th of each year thereafter until all assessment installments have been paid in full.
- (2) *Calculation of interest.* Interest on assessment installments shall be computed on the basis of an interest rate equal to the rate of cash held in pooled investments (LAIF), as calculated and published for the previous fiscal quarter, together with all appurtenant documents and fees required by this section, is filed in the office of the Engineer, plus 2% annual interest and an annual administrative fee of 2%.
- (3) *Prepayment.* Assessment installments may be prepaid at any time between the date of adoption of the City Council resolution and the date the last assessment installment is due and payable by depositing with the Treasurer-Tax Collector of the County of Sutter a sum equal to the principal, interest, fees, and any penalties due on any delinquent installments on prior tax years and a sum equal to the principal, interest, and fees due on the current tax year assessment roll, and then depositing with the City Finance Director a sum equal to the unpaid principal of any remaining assessment installments, exclusive of any interest or fees thereon.

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- (i) Upon prepayment of the remaining assessment installments, the City Finance Director shall request the Sutter County Auditor to remove all such assessment installments from the County tax rolls and shall also cause the assessment lien levied by the City Council resolution to be released in the manner herein provided by this section.
 - (4) *Penalty for unpaid assessment installments.* In the event any assessment installment levied per this section and/or any interest, penalties, or other charges accruing thereon are not paid when due, the City Council may, not later than four years after the due date of the last such installment, order that the same be collected by an action brought in the Superior Court to foreclose the lien thereof, all in the manner provided for by the Improvement Bond Act of 1915, as set forth in Part 14, Division 10 of the Streets and Highways Code.
 - (h) *Release of assessment lien.*
 - (1) Where all assessment installments levied in the manner provided for by this chapter have been paid in full, either by reason of the prepayment of such assessment installments or otherwise, the Finance Director shall execute and record in the official records of the County of Sutter a notice stating that the assessment lien levied by the City Council resolution is being released.

ATTACHMENT 3

GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS

A. Submission of Protests:

There will be a hearing conducted in accordance with the provisions of Proposition 218 (California Constitution Art. XIII D). Whether there is a majority protest will be determined in accordance with the following:

1. Count the protests against the total number of parcels subject to the fee [Based on APNs and/or ratepayer's regular billing].
2. Count one protest per parcel.
3. Where there are multiple parties with an interest in the parcel, protests rights are liberally construed so that a protest by any party counts as a full protest against that parcel. For example, one protest by a tenant, joint owner, a co-trustee of a trust which is the owner, one of multiple owners or a single owner – is sufficient. One tenant in a multifamily rental unit (regardless of the number of units) on one parcel will count as one protest. Condominiums consist of multiple parcels, so each gets a vote.
4. The written protest must meet the requirements set out in the notice, including that: protests must be (i) written, (ii) have a clear statement of protest, (iii) identify the legal interest of the person protesting, and (v) identify the address or assessor parcel number of the property. In order to be valid, a protest must bear the original signature of the party with an interest in the property identified on the protest. Protests not bearing the original signature shall not be counted.
5. Protests shall be submitted to the City Clerk, either by delivery (mail or personal) to the office of the City Clerk or by submitting the protest at the public hearing. Protests must be received by the end of the public hearing. No postmarks will be accepted.
6. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed fees.
7. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or record customer who submitted both the protest and the request that it be withdrawn.
8. To ensure transparency and accountability in the fee protest tabulation, protests shall constitute disclosable public records from and after the time they are received.

B. Tabulation of Protests:

1. The City Clerk shall determine the validity of all protests. The City Clerk shall not accept as valid any protest if the City Clerk determines that any of the following conditions exist:
 - a. The protest does not identify a property served by the City.
 - b. The protest does not bear an original signature of a record owner of the parcel identified on the protest.
 - c. The protest does not state its opposition to the proposed fees.
 - d. The protest was not received by the City Clerk before the close of the public hearing on the proposed fees.
 - e. A request to withdraw the protest is received prior to the close of the public hearing on the proposed fees.
2. The City Clerk's decision that a protest is not valid or does not apply to a specific fee shall constitute a final action of the City and shall not be subject to any internal appeal.
3. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of a majority of the properties subject to the proposed fee.

At the conclusion of the public hearing, the City Clerk shall complete the tabulation of all protests received, including those received during the public hearing and shall report the results of the tabulation to the City Council upon completion. If review of the protests received

demonstrates that the number received is manifestly less than one-half of the parcels served by the City with respect to the fee which is the subject of the protest, then the City Clerk may advise the City Council of the absence of a majority protest without determining the validity of all protests.

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