



AGENDA

JULY 21, 2026

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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

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

MAYOR	• 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

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ਮਸ਼ੀਨੀ ਅਨੁਵਾਦ ਬਾਰੇ ਬੇਦਾਅਵਾ ਕੈਲੀਫੋਰਨੀਆ ਸਰਕਾਰ ਕੋਡ ਦੀ ਧਾਰਾ 54953.4(b)(2) ਦੇ ਅਨੁਸਾਰ, ਇਹ ਅਨੁਵਾਦ ਇੱਕ ਸਵੈਚਾਲਿਤ (ਮਸ਼ੀਨੀ) ਅਨੁਵਾਦ ਸੇਵਾ ਦੀ ਵਰਤੋਂ ਨਾਲ ਤਿਆਰ ਕੀਤਾ ਗਿਆ ਹੈ ਅਤੇ ਜਨਤਾ ਦੀ ਸੁਵਿਧਾ ਲਈ ਉਪਲਬਧ ਕਰਵਾਇਆ ਗਿਆ ਹੈ। ਇਹ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਦਾ ਪੂਰੀ ਤਰ੍ਹਾਂ ਸਹੀ ਜਾਂ ਸੰਪੂਰਨ ਅਨੁਵਾਦ ਨਹੀਂ ਵੀ ਹੋ ਸਕਦਾ। ਜੇਕਰ ਇਸ ਅਨੁਵਾਦ ਅਤੇ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਵਿਚ ਕੋਈ ਅੰਤਰ ਜਾਂ ਟਕਰਾਅ ਹੋਵੇ, ਤਾਂ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਹੀ ਪ੍ਰਮਾਣਿਕ ਮੰਨਿਆ ਜਾਵੇਗਾ। ਯੂਬਾ ਸਿਟੀ ਸ਼ਹਿਰ (City of Yuba City) ਸਵੈਚਾਲਿਤ ਅਨੁਵਾਦਾਂ ਦੀ ਸਹੀਤਾ ਜਾਂ ਸਮੱਗਰੀ ਲਈ ਜ਼ਿੰਮੇਵਾਰ ਨਹੀਂ ਹੈ।



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“Wordly” 25 ਤੋਂ ਵੱਧ ਵੱਖ-ਵੱਖ ਭਾਸ਼ਾਵਾਂ ਵਿੱਚ ਅਨੁਵਾਦ ਦੀ ਸਹੂਲਤ ਪ੍ਰਦਾਨ ਕਰਦਾ ਹੈ। ਮੀਟਿੰਗ ਦੌਰਾਨ ਲਿਖਤੀ ਅਨੁਵਾਦ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ QR ਕੋਡ ਸਕੈਨ ਕਰੋ ਜਾਂ ਇਸ ਲਿੰਕ 'ਤੇ ਕਲਿੱਕ ਕਰੋ: <https://attend.wordly.ai/join/FPFE-3165>

AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
JULY 21, 2026
5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

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

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at:

<https://yubacity-net.zoom.us/j/84556943035?pwd=sOrMUj4x5nKQAYY63l6Sa210kbHmND.1>

If you are attending remotely and wish to comment on a specific item, please electronically raise your hand. Speakers will be unmuted for the item at the appropriate time. Members of the public may also provide comments on agenda items in person.

Written comments may also be submitted by email at cityclerk@yubacity.net or mail addressed to the City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993. Written comments received 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. Materials or comments 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.

A recording of the meeting will be posted on <https://www.youtube.com/@YubaCityCA> as soon as practicable following the conclusion of the meeting. An electronic copy of this agenda and any associated staff reports and materials may be found at: https://www.yubacity.net/city_council/council_agenda_minutes.php

Public Comment:

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

Closed Session

A. Liability Claim

Claimant: Jodi Garlington, Claim 26-26

Agency Claimed Against: City of Yuba City

B. Liability Claim

Claimant: Guillermo Figueroa, Claim 26-27
Agency Claimed Against: City of Yuba City

C. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Gov. Code section 54957.6.

Agency designated representatives: Gina Rowland, Chief Labor Negotiator
Employee Organizations: All Bargaining Units

Regular Meeting

Call to Order

Roll Call

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

Invocation/Inspiration

Pledge of Allegiance to the Flag

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

Agenda Modifications

Presentations

1. Sikh Parade Permit Update

Public Communication

2. Appearance of Interested Citizens

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

Consent Calendar

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

3. Contract Amendment for Kingwood Park Playground Replacement

Recommendation: Adopt a Resolution which takes the following actions:

A. Approve a contract amendment increasing the previously approved contract for the Kingwood Park Playground Replacement by \$10,250 bringing the total contract amount to \$248,807.11

B. Authorize the City Manager to execute the necessary contract amendment and related documents subject to review and approval as to legal form by the City Attorney

4. Water Treatment Plant Aquifer Storage and Recovery Well No. 3 - Budget Adjustments

Recommendation: Adopt a Resolution which takes the following actions:

- A. Authorize the Finance Director to reduce CIP Account No. 951320 by \$1,575,345.72 and to make a supplemental appropriation and related budget transfers from the Unallocated Water CIP Fund to CIP Account No. 971320 in the amount of \$650,000
- B. Authorizes Amendment No. 1 to the Professional Services Agreement with Carollo Engineers for completing engineering services for the Aquifer Storage and Recovery Well No. 3 Project, reducing the authorized amount to \$2,406,684.94

5. 2025 Resurfacing Project (Award Contract)

Recommendation: Adopt a Resolution which takes the following actions:

A. Awards the construction contract to VSS International, Inc. of West Sacramento, CA in the amount of their total bid of \$1,294,211.00, 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 \$129,421.10 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026040622) was adopted, approval of this contract is within the scope of the previously approved Project, and no further environmental review is required under CEQA

6. Renewal of Yuba Sutter Regional SWAT Team Memorandum of Understanding

Recommendation: Adopt a Resolution authorizing the Chief of Police to execute a Memorandum of Understanding between the County of Yuba, City of Marysville, Yuba City Fire Department, Linda Fire Protection District, Bi-County Ambulance, and the City of Yuba City for the continued participation in the Yuba Sutter Regional SWAT Team

7. Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution approving the Memorandum of Understanding with Public Employees' Union, Local 1/AFSCME 57

Business Items

8. 2026-2027 Community Development Block Grant Program - Annual Action Plan

Recommendation:

A. Conduct a Public Hearing to receive comments on the 2026-2027 Annual Action Plan and after consideration;

B. Adopt a Resolution approving the proposed 2026 Annual Action Plan and authorize staff to submit the required documents to the Department of Housing and Urban Development (HUD) for processing; and

C. Authorize the Finance Director to add budget appropriation for the grant revenue

9. Yuba City Landscape Maintenance District No. 1 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 for the Yuba City Landscape maintenance District No. 1, pursuant to the Landscaping and Lighting Act of 1972

10. Yuba City Lighting and Landscape Maintenance District Nos. 2-4 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal year 2026-27 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, and 4

11. Yuba City Lighting and Landscape Maintenance District Nos. 5-6 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution Confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 for the Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 pursuant to the Landscaping and Lighting Act of 1972

12. Yuba City Residential Street Light Maintenance Districts - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

13. Joint City/County Geographic Information System (GIS)

Recommendation: Approve a Geographic Information System (GIS) Use Agreement between the City of Yuba City and County of Sutter and authorize the Mayor to sign the agreement

Future Agenda Items

14. Future Agenda Items

Reports and Communications

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

15. City Manager's Report

16. City Council Reports

Adjournment

Closed Session



Sikh Parade Permit Update

Presentation by:
Jim Runyen, Police Chief

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: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Maddy Laffond, Administrative Assistant

Summary

Subject: Contract Amendment for Kingwood Park Playground Replacement

Recommendation: Adopt a Resolution which takes the following actions:

A. Approve a contract amendment increasing the previously approved contract for the Kingwood Park Playground Replacement by \$10,250 bringing the total contract amount to \$248,807.11

B. Authorize the City Manager to execute the necessary contract amendment and related documents subject to review and approval as to legal form by the City Attorney

Fiscal Impact: Approval of the proposed contract amendment will increase the contract by \$10,250, bringing the total contract amount to \$248,807.11. The project is funded through Account No. 961222-65501 (Annual Playground Replacement - CDBG) in the amount of \$240,000.00 and Account No. 901222-65501 (Annual Playground Replacement CIP) in the amount of \$8,807.11. There will be no additional impact to the General Fund, as we are using already appropriated funds for the project

Purpose:

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

Strategic Focus Area:

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

Background:

On April 7, 2026, the City Council approved a contract with BCI Burke Company for the Kingwood Park Playground Replacement. The project was approved to complete improvements that will replace the current playground structure.

During preparation of the contract documents for execution, staff identified that the cost of the required

payment bond had been inadvertently omitted from the contract amount presented to the City Council. Payment bonds are standard requirements for public projects and provide assurance that subcontractors, suppliers, and laborers will be paid for work performed on the project.

In addition, the original contract did not include a construction contingency. Establishing a contingency is a common practice for public works projects and provides the City with the flexibility to address unforeseen site conditions, minor field modifications, or other necessary changes that may arise during construction without delaying the project.

Because these costs were not included in the amount previously authorized by the City Council, Council approval is required to amend the contract and increase the total contract amount.

Analysis:

Staff is requesting approval to increase the contract amount by to \$248,807.11, consisting of:

- **\$5,250** for the required payment bond.
- **\$5,000** for a contingency to address unforeseen construction-related costs.

Approval of the amendment will ensure the contract complies with public project requirements. The proposed amendment does not change the overall purpose or intended outcomes of the project.

Fiscal Impact:

Approval of the proposed contract amendment will increase the contract by \$10,250, bringing the total contract amount to \$248,807.11. The project is funded through Account No. 961222-65501 (Annual Playground Replacement - CDBG) in the amount of \$240,000.00 and Account No. 901222-65501 (Annual Playground Replacement CIP) in the amount of \$8,807.11. There will be no additional impact to the General Fund, as we are using already appropriated funds for the project.

Alternatives:

1. Decline to approve the amendment, which may delay contract execution or limit the City's ability to efficiently address unforeseen conditions during construction.

Recommendation:

Adopt a Resolution which takes the following actions:

A. Approve a contract amendment increasing the previously approved contract for the Kingwood Park Playground Replacement by \$10,250 bringing the total contract amount to \$248,807.11.

B. Authorize the City Manager to execute the necessary contract amendment and related documents subject to review and approval as to legal form by the City Attorney.

Attachments:

1. Resolution - Kingwood Park
2. Exhibit A - Kingwood Park

Prepared By:

Submitted By:

Maddy Laffond
Community Services Administrative Assistant

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING
THE APPROVAL OF A CONTRACT AMENDMENT INCREASING THE
PREVIOUSLY APPROVED CONTRACT FOR THE KINGWOOD PARK
PLAYGROUND REPLACEMENT BY \$10,250 BRINGING THE TOTAL CONTRACT
AMOUNT TO \$248,807.11 AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE NECESSARY CONTRACT AMENDMENT AND RELATED
DOCUMENTS, SUBJECT TO REVIEW AND APPROVAL AS TO LEGAL FORM BY
THE CITY ATTORNEY**

WHEREAS, on April 7, 2026, the City Council approved a contract with BCI Burke Company for the Kingwood Park Playground Replacement. The project was approved to complete improvements that will replace the current playground structure.; and,

WHEREAS, During preparation of the contract documents for execution, staff identified that the cost of the required payment bond had been inadvertently omitted from the contract amount presented to the City Council. Payment bonds are standard requirements for public projects and provide assurance that subcontractors, suppliers, and laborers will be paid for work performed on the project; and,

WHEREAS, In addition, the original contract did not include a contingency. Establishing a contingency is a common practice for projects and provides the City with the flexibility to address unforeseen site conditions, minor field modifications, or other necessary changes that may arise during the project without delay; and,

WHEREAS, Because these costs were not included in the amount previously authorized by the City Council, Council approval is required to amend the contract and increase the total contract amount.; and,

WHEREAS, Approval of the proposed contract amendment will increase the construction contract by \$10,250, bringing the total contract amount to \$248,807.11. The project is funded through Account No. 961222 (Annual Playground Replacement - CDBG) in the amount of \$240,000.00 and Account No. 901222-65501 (Annual Playground Replacement CIP) in the amount of \$8,807.11; and,

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

- Section 1. The City Council approves a contract amendment increasing the previously approved contract for the Kingwood Park Playground Replacement by \$10,250 bringing the total contract amount to \$248,807.11.
- Section 2. The City Council authorizes the City Manager to execute the necessary contract amendment and related documents subject to review and approval as to legal form by the City Attorney
- Section 3. 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 21st day of July 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – Contract Amendment

EXHIBIT A

AMENDMENT NO.1 TO THE PUBLIC WORKS STANDARD AGREEMENT

This Amendment No. 1 to the Public Works Standard Agreement is entered into on July 22, 2026 by and between City of Yuba City ("City"), and BCI Burke Company ("Contractor"). City and Contractor are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City and Contractor have entered into a Public Works Standard Agreement, dated April 7, 2026 for the purpose of providing "Delivery and installation of new playground equipment for Kingwood Park per Quote #00002867. After installation, Contractor shall also perform a Certified Playground Safety Inspector (CPSI) Inspection and provide the Inspection Report to the City"; and

WHEREAS, the Parties now desire to amend the Public Works Standard Agreement for the purpose of increasing the total contract cost to \$248,807.11.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Public Works Standard Agreement, the Parties mutually agree as follows:

1. The recitals listed above are true and correct and are hereby incorporated herein by this reference.
2. The Public Works Standard Agreement is amended effective July 22, 2026 to increase the total contract cost to \$248,807.11.
3. Except as amended by this Amendment No. 1, all other terms, conditions, and provisions of the Professional Services Agreement shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1.
4. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.
5. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written and caused this Amendment No. 1 to become effective by their respective endorsements below:

CITY OF YUBA CITY:

By: _____

Name: _____

Title: _____

Dated: _____

BCI BURKE COMPANY:

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Water Treatment Plant Aquifer Storage and Recovery Well No. 3 - Budget Adjustments

Recommendation: Adopt a Resolution which takes the following actions:

- A. Authorize the Finance Director to reduce CIP Account No. 951320 by \$1,575,345.72 and to make a supplemental appropriation and related budget transfers from the Unallocated Water CIP Fund to CIP Account No. 971320 in the amount of \$650,000
- B. Authorizes Amendment No. 1 to the Professional Services Agreement with Carollo Engineers for completing engineering services for the Aquifer Storage and Recovery Well No. 3 Project, reducing the authorized amount to \$2,406,684.94

Fiscal Impact: \$650,000.00 – CIP Account No. 1320-65501 (Aquifer Storage and Recovery Well Project)

Purpose:

To enhance water resources by securing groundwater access at the Water Treatment Plant and sustaining aquifers through recharge during periods of abundance.

Strategic Focus Area:

The project addresses the City Council's Strategic Focus Areas of Improving the City's Infrastructure, and maintaining fiscal responsibility.

Background:

In March 2022, the California Department of Water Resources (DWR) awarded the City a \$6,325,000 grant for the design and construction (Design: \$2.91M, Construction: \$3.415M) of a new municipal well with Aquifer Storage and Recovery (ASR) capabilities through the Urban and Multibenefit Drought Relief Grant program (Grant Program). ASR wells are two-way systems that allow water to be injected from the surface into a groundwater aquifer and extracted from the groundwater aquifer to the surface.

On July 18, 2023, City Council authorized the City Manager to execute a Professional Services Agreement with Carollo Engineers (Carollo) for environmental documentation, permitting, and engineering services for the ASR Well Project. Through the development of the project Plans, Specifications and Estimate (PS&E), Carollo determined that the estimated construction cost would be \$11,100,000. To reduce the funding shortfall, while ensuring that the ASR retained necessary functionality, staff and Carollo began value engineering the design. Ultimately, staff and Carollo were able to reduce the project scope such that the actual construction costs would ultimately be reduced to approximately \$7,254,000 (\$3.846M reduction). Though the City was able to reduce the project cost significantly, the time needed to value engineer the project did push out the project's completion date.

The project was broken into two phases: below-ground (Phase 1) and above-ground (Phase 2). Phase 1 has been completed and involved drilling approximately 500 feet below ground and installing below ground equipment, such as well casing and filter pack. Through the construction of Phase 1, delays were experienced due to lengthy lead times for material delivery. Phase 2 involves construction of above-ground facilities including a concrete pad, shade structure, piping, a pump and motor, and electrical equipment. Phase 2 design could not be completed until Phase 1 construction was finished.

As staff determined that further delays were anticipated for the Phase 2 materials, they began actively coordinating with DWR to determine options for scope and time extensions. Ultimately DWR would not grant an extension to the March 31, 2026 Grant deadline, though the City was able to amend the contract such as to break Phase 2 into two subphases, allowing the City to invoice for all costs incurred up to the Grant deadline, totaling approximately \$3,132,500.

Subphase 2.1, the Interim Recharge Phase, included just the infrastructure necessary to allow the well to inject potable water into the groundwater aquifer. This phase has been completed, and all eligible grant funds for the project have been reimbursed by DWR. Subphase 2.2, the Extraction Equipping Phase, consists primarily of long lead time equipment and construction of the remaining facilities necessary for the well to have extraction capabilities. This phase is still under construction.

Analysis:

The original contracts with Carollo, The Solis Group, and ICM assumed all costs would be eligible for reimbursement through the DWR grant. However, with the grant deadline now expired, the remaining consultant services required to support completion of Subphase 2.2, as well as startup activities, under these contracts must now be covered by local funds. Staff recommend approval of a supplemental appropriation and related transfers utilizing Unallocated Capital Water Funds to offset the loss of grant funds. Staff also recommend the purchase orders for these contracts be adjusted to reflect the actual source of funds to be used.

Staff have reviewed the scope of the remaining engineering services with Carollo and propose adjustments to the remaining tasks and associated budgets to align with the anticipated level of effort required for completion of the project. Staff recommend amending the current contract with Carollo to formalize these adjustments. This amendment decreases the overall authorized contract amount and redistributes existing funds among tasks to align with current project needs.

Fiscal Impact:

The original and recommended revised CIP account numbers for each purchase order are detailed in the following table.

	<u>Original Account #s</u>	<u>Revised Account #s</u>	<u>Net Change</u>

<u>Consultant / Purchase Order</u>	<u>951320</u>	<u>971320</u>	<u>951320</u>	<u>971320</u>	
Carollo Engineers (PO #250147)	\$2,744,522	\$0	\$1,401,311.78	\$1,005,373.16	(\$337,837.06)
The Solis Group (PO #270181)	\$47,300	\$0	\$2,150.00	\$45,150.00	\$0
ICM (PO #270183)	\$229,937	\$0	\$42,951.50	\$186,985.50	\$0
Totals	\$3,021,759	\$0	\$1,446,413.28	\$1,237,508.66	(\$337,837.06)

A total of \$1,237,508.66 in local Water Funds is required to complete the remaining consultant services. There is a current balance of approximately \$590,000 in Water Fund in CIP Account No. 971320. Staff recommend transferring \$650,000 from CIP Account No. 951320 to CIP Account No. 971320, utilizing available balances within the Unallocated Capital Water Fund to replace grant-funded expenditures that are no longer anticipated to be reimbursed.

Staff will adjust Purchase Orders #250147, #270181, and #270183 as shown in Table 1. The adjustments result in an overall project budget reduction of \$337,837.06 due primarily to cost savings during the final design of the project. Staff further recommend authorizing Amendment No. 1 to the Professional Services Agreement with Carollo Engineers to reflect these savings and to realign task budgets to reflect the remaining engineering services required.

Collectively, these actions are necessary for the Aquifer Storage and Recovery Well Project to be completed. No further budget requests or adjustments are anticipated for this project, and further, no General Fund contributions are required for this project.

Alternatives:

1. Direct staff to fund the local share of the project from other sources, if other accounts have funding available.
2. Do not approve the amendment to Carollo's contract and instead increase the amount of Unallocated Capital Water Fund contributions to maintain Carollo's original budget.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Authorize the Finance Director to reduce CIP Account No. 951320 by \$1,575,345.72 and to make a supplemental appropriation and related budget transfers from the Unallocated Water CIP Fund to CIP Account No. 971320 in the amount of \$650,000.
- B. Authorizes Amendment No. 1 to the Professional Services Agreement with Carollo Engineers for completing engineering services for the Aquifer Storage and Recovery Well No. 3 Project, reducing the authorized amount to \$2,406,684.94.

Attachments:

1. Resolution - WTP ASR Well No. 3 - Amendment 1 to PSA and Supplemental Appropriation
2. Exhibit A to the Resolution - Amendment 1 - WTP ASR Well No. 3 Project Refined Scope of Services

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 AUTHORIZING
A SUPPLEMENTAL APPROPRIATION, RELATED BUDGET TRANSFERS, AND
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH
CAROLLO ENGINEERS INC., FOR THE AQUIFER STORAGE AND RECOVERY NO.
3 PROJECT**

WHEREAS, the City is implementing the Aquifer Storage and Recovery (ASR) Well Project (Project) to improve the reliability and sustainability of the City's water supply system; and

WHEREAS, in March 2022, the California Department of Water Resources awarded the City a \$6,325,000 grant to complete the Project; and

WHEREAS, on July 18, 2023, Council awarded a Professional Services Agreement to Carollo Engineers, Inc. (Carollo), to provide professional services necessary for the Project; and

WHEREAS, on November 18, 2025, Council awarded contracts to the Solis Group for labor compliance services and ICM for construction inspection services for the Project; and

WHEREAS, the City has determined that certain expenditures originally anticipated to be reimbursed through grant funding are no longer expected to receive reimbursement; and

WHEREAS, staff has determined that adjustments to existing purchase orders are necessary to align project expenditures with the appropriate Capital Improvement Program (CIP) Account; and

WHEREAS, Amendment No. 1 to the Professional Services Agreement with Carollo is necessary to readjust task budgets based on the remaining engineering services required to complete the Project, without increasing overall contract amount; and

WHEREAS, staff recommend transferring \$650,000 to CIP Account No. 971320, utilizing available balances within the Unallocated Capital Water Fund to replace grant-funded expenditures that are no longer anticipated to be reimbursed; and

WHEREAS, the City Council finds that the recommended actions are necessary for the continued and efficient administration of the Project and are in the best interests of the City.

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council authorizes the Finance Director to reduce CIP Account 951320 by \$1,575,345.72 and to make supplemental appropriation and related transfers in the amount of Six Hundred Fifty Thousand Dollars (\$650,000)

from the Unallocated Capital Water Fund to CIP Account No. 971320, utilizing available balances within the Unallocated Capital Water Fund.

3. The City Council authorizes the City Manager to enter into Amendment No. 1 to the Professional Services Agreement with Carollo Engineers, Inc., substantially in the form of the amendment attached as Exhibit A to this Resolution subject to approval as to form by the City Attorney.
4. This Resolution shall take effect immediately upon 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 21st day of July 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 – Amendment No. 1 to the Professional Service Agreement

Public Works



AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES CAROLLO ENGINEERS INC.

Carollo Engineers, Inc.
2795 Mitchell Dr
Walnut Creek, CA 94598

SUBJECT: Amendment No. 1 to Refine the Scope of Services for Yuba City's Water Treatment Plant Aquifer Storage and Recovery Well No. 3 Project

This Amendment to the Agreement for Professional Services dated July 18, 2023 ("Prime Agreement") is made and entered into as of the ____ day of _____, 2026 by and between the City of Yuba City ("City") and Carollo Engineers, Inc. ("Consultant").

Recitals

WHEREAS, the City and Consultant entered into a Professional Services Agreement dated July 18, 2023 to provide engineering services for the Water Treatment Plant Aquifer Storage and Recovery Well No. 3 Project (Project); and

WHEREAS, as the Project has progressed, certain tasks identified in the original Scope of Services have been completed, are no longer necessary, or will not be required to complete the project; and

WHEREAS, the City and Consultant desire to amend the Agreement to refine the Scope of Services by removing those tasks, while maintaining the remaining services necessary to complete the project.

Agreement

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

1. The second sentence of Section 3, Compensation, of the Prime Agreement is replaced in its entirety with the following:

In no event shall Consultant's compensation exceed \$2,406,684.94 without additional written authorization from the City.
2. A copy of the Prime Agreement is attached hereto as Exhibit "A" and, except as otherwise amended by this First Amendment, is incorporated as though set forth in full herein.
3. Except as amended in this First Amendment, the terms and conditions of the Prime Agreement and First Amendment shall remain the same and shall be in full

Public Works



force and effect. This First Amendment is not effective until approved and executed by the authorized City representative.

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

CITY:

CITY OF YUBA CITY, a municipal corporation

CONSULTANT:

CAROLLO ENGINEERS, INC.

Robert Bendorf, City Manager

Name: _____
Title: _____

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

Attachments:

Exhibit A: Prime Agreement

Public Works



Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of July 18, 2023, by and between the City of Yuba City, a municipal corporation ("City") and Carollo Engineers, 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
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$2,613,830 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. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.
- * 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. In the event the subject action alleges negligence, recklessness or willful misconduct on the part of Consultant and/or City, or any third parties not under contract with Consultant, Consultant's obligations regarding City's defense under this paragraph include only the reimbursement of City's reasonable defense costs incurred to the extent of Consultant's negligence, recklessness or willful misconduct as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to City or any third party arising out of breach of contract or termination.

15. City-Provided Information and Services. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

16. Access. The City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

17. Cost Estimates. Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by Consultant.

18. Services During Construction.

A. If the project involves construction of any kind, the parties agree that City and Consultant shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of City or Consultant. Both City and Consultant shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without

offset and all Construction Documents and insurance certificate shall include wording acceptable to the parties herein with reference to such provisions.

B. Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

19. 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.
20. 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.
21. 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 Department
City of Yuba City
1201 Civic Center Blvd
Yuba City, CA 95993
(530) 822-4635

If to Consultant:

Michael Ducker, PE
Senior Engineer
Carollo
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
916-565-4888

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Parties. The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity

rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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

CITY OF YUBA CITY:

By: Diana Langley

**Diana Langley
City Manager**

CONSULTANT:

By: Christina C. Romano

**Christina C. Romano, PE, PMP
Vice President / Principal-in-Charge**

Anne E. Prudhel
**Anne E. Prudhel, PE
Sr. Vice President**

Attachments: Exhibit A – Scope of Services
 Exhibit B - Insurance Requirements
 Exhibit C - Workers' Compensation Exemption

Exhibit A
Scope of Services

Note - Tasks #1-8 and #11-12 were authorized by City Council. Additional details about the remainder of tasks not authorized are detailed below:

1. Task #9 will be considered at a later date closer to when construction can begin.
2. Task #10 was not authorized by City Council.

PROPOSED SCOPE OF SERVICES
CITY OF YUBA CITY
AQUIFER STORAGE AND RECOVER WELL PROJECT

TASK 1 – PROJECT MANAGEMENT

Task 1.1 Project Monitoring and Administration

This task includes project monitoring and administration to maintain project schedule, budget, and adherence to scope. Carollo's project manager will coordinate and communicate with City staff, public agencies, subconsultants, and other project stakeholders in support of the project goals. This task includes development of the project QA/QC plan, preparation of monthly status reports, internal team meetings, regular correspondence with team members, and review of work progress for quality and completion. Monthly status reports will include the following:

- Description of work completed in reporting period
- Percentage complete to date by task and subtask
- Schedule and budget status
- Deliverable status
- Key decisions and action items
- Potential project issues

Task 1.2 Kickoff and Project Progress Meetings

This task includes one project kickoff meeting, three meetings with regulatory agencies (RWQCB, SWRCB, and/or DWR), and four project progress meetings to convene with City staff, discuss review comments, and track key decision items. The kickoff meeting will be held shortly after Notice to Proceed. Project progress meetings are scheduled to occur after City review of the draft Predesign Technical Memorandum, 50%, 90%, and draft 100% design deliverable milestones.

Task 1.3 Grant Management Services

Carollo's grant management specialist will provide comprehensive grant management and administration services for the City's Urban and Multi-Benefit Drought Relief Grant. This task includes meetings with regulating agencies, development of an Excel-based tracking spreadsheet summarizing all funding activities and grant requirements, preparation of quarterly progress reports (including draft submittals for City review and final submittals to DWR), disbursement support and coordination, and grant compliance completion reports.

An Optional Task (Task 10) has been included for supplemental Grant Opportunity Research and Writing, if desired by the City.

Task 1 Deliverables

- QA/QC Plan and Project Guide
- Monthly invoices, project status reports, and schedule updates
- Meeting agendas and minutes

- Decision item, action item, and comment log updates
- Quarterly progress reports
- Project completion report
- Grant completion report
- Legal challenge letters

Task 1 Meetings

- Kickoff meeting (in-person)
- Predesign TM review workshop (in-person)
- 50% design review workshop (in-person)
- 90% design review workshop (in-person)
- Draft 100% design review workshop (in-person)
- Three meetings with regulatory agencies (in-person or virtual as required)

TASK 2 – PREDESIGN

Task 2.1 Review Background Information

This task includes review of available hydrogeologic data by Carollo and key subconsultants - **Luhdorff & Scalmanini Consulting Engineers (LSCE)** and **ASR Systems (ASRS)** - to refine our team's conceptual model to support ASR feasibility, planning, and design. The data review will take into account City goals for future ASR system expansion and evaluation of alternatives for initial and future well placement, injection/extraction cycles, and potential post-extraction treatment requirements.

Task 2.2 Surveying and Mapping

This task includes completion of a design-level topographic survey by **CTA Engineering and Surveying**. The proposed survey extents include portions of the WTP site under consideration for ASR well placement, as well as surrounding areas that may require piping, structural, mechanical, or electrical improvements needed to complete and commission the new ASR well. Record drawings for the WTP site will be reviewed to determine approximate as-built locations of underground facilities for background site map development.

Task 2.3 Geotechnical Recommendations

Universal Engineering Sciences (UES; formerly Wallace-Kuhl & Associates) will review existing geotechnical data and reports furnished by the City to prepare Geotechnical Report with recommendations for pipelines, structure foundations (if required), and other subsurface improvements.

An Optional Task (Task 11) has been included for supplemental geotechnical borings and laboratory analyses if sufficient geotechnical data for the project site is unavailable (dependent on available data and final well location). Optional Task 11 may also be utilized to install piezometers to support the testing and start-up strategy under Task 7.

Task 2.4 Predesign Technical Memorandum

Carollo will use available background information and contemporary data to validate its Feasibility Assessment Report, originally prepared for the City in 2010. An updated feasibility assessment will be included in a Predesign Technical Memorandum (PTM) that will also serve as the basis for final construction documents and in preparation of necessary permits in coordination with regulating agencies.

Additionally, the PTM will include: a list of necessary permits for well construction and operation; determination of water rights and potential torts; determination of RWQCB Notice of Applicability requirements; evaluation of ASR pilot study necessity; conceptual plan for ASR well placement and future ASR system expansion options; description of interconnection approach with the WTP; design criteria for project civil, structural, mechanical, and electrical improvements.

The PTM will include a Class 5 estimate of probable construction cost as defined by AACE International and a preliminary construction schedule for project completion.

A draft PTM will be submitted for CITY review and then refined and resubmitted in final version following the PTM review meeting. All key decisions, action items, and responses to City comments will be tracked and submitted with the final PTM.

Task 2 Deliverables

- Draft and final Geotechnical Report
- Draft and final Preliminary Technical Memorandum

TASK 3 – Environmental Services

Task 3.1 Environmental Compliance

Helix Environmental Planning will provide CEQA and NEPA compliance services for the project. Based on prior experience with similar projects and the requirements of the City's Urban and Multi-Benefit Drought Relief Grant, Helix believes that a CEQA/NEPA Joint Initial Study/Environmental Assessment (IS/EA) is the best approach for environmental compliance. In support of the IS/EA, Helix will prepare a detailed Project Description and conduct technical studies, including aquatic resources delineation, biological resources assessment, and cultural resources assessment. Due to the projects' potential impacts to Feather River flows, Helix will act as liaison to the U.S. Fish and Wildlife Service (USFWS) to support an evaluation of the project and related effects to federally list or candidate species under the Endangered Species Act (ESA), and prepare a Section 7 Biological Assessment, if necessary.

Joint CEQA/NEPA IS/EA documentation will be prepared for City review, including Administrative Draft, Public Review Draft, and Final Joint IS/EA. Helix will also prepare the required Notice of Intent (NOI), Notice of Completion (NOC), draft and final Finding of No Significant Impact (FONSI), and draft and final Notice of Determination to be filed with the County Clerk and State Clearinghouse.

Task 3.2 ASR Well Permitting

The State Water Resources Control Board (SWRCB) has recently recognized that it is the best interest of the state to develop a comprehensive regulatory approach for ASR projects and has adopted general water discharge requirements for ASR project that inject drinking water into groundwater (Order No. 2012-0010-DWQ or ASR General Order). The ASR General Order provides a consistent statewide regulatory framework for authorizing both pilot ASR testing and permanent ASR projects. LSCE and Carollo will conduct a pre-application meeting with both the

RWQCB and DDW (under Task 1) to review the proposed well site and approach to construct the ASR well. LSCE will evaluate and summarize the DDW permitting requirements for the ASR well and prepare the required DDW submittal. The initial DDW submittal document will request siting concurrence for the new well based on compliance with SWRCB setbacks. Concurrence on the well siting is required to proceed with the design and construction of the well. LSCE will also make other DDW submittals for the preliminary and final amended water supply permit. The preliminary water supply permit includes well design information, site plan, and preliminary Drinking Water Source Assessment and Protection (DWSAP) application. The Final water supply permit submittal will include updates to the information from the preliminary submittal in addition to the Operations Plan, well and chlorination data sheets, an engineering report, and final as-built diagrams.

LSCE will contact all applicable agencies as needed to establish permitting requirements for well drilling and construction, flood plain mitigations, encroachment permits, Waste Discharge Requirements, discharge to sanitary sewer, and electrical service application.

Task 3 Deliverables

- Notice of Determination (NOD) for CEQA/NEPA
- IS/EA documentation (Administrative Draft, Public Review Draft, Final)
- Legal Challenge Letters
- Notice of Intent (NOI) Application Package
- Sutter County EHS Well Drilling Permit
- EPA Permit Registration for the ASR System
- Preliminary and final DWSAP Report
- Well Completion Report

TASK 4 – DETAILED DESIGN

After completion of the Predesign phase, the Carollo team will prepare draft and final construction packages for drilling and equipping the ASR well.

Task 4.1 Well Design Construction Documents

LSCE will prepare draft and final specifications including detailed construction requirements to be followed by the well drilling contractor during every phase of the project. Specifications will include minimum acceptable methods for drilling fluid control, conditioning of the borehole for casing and gravel envelope installation, well development and testing, and performance standards. Other site-specific items will include requirements for site security/access control, sound barriers, containment and disposal of drill cuttings and handling of discharge water during development and test pumping in accordance with applicable local, state, and federal regulations.

Task 4.2 Well Equipping – 50% Plans, Specifications, and Estimate

Carollo, with technical oversight and support from ASR Systems, will prepare plans and specifications for site civil, mechanical, electrical, and instrumentation/control improvements for the ASR well. The following major project components are anticipated:

- Vertical turbine pump, motor, column piping, inlet screen, and foot valve.

- Pump discharge head with flanged connections.
- Climate controlled housing structure.
- Variable frequency drive.
- Electrical service from an existing WTP service panel.
- Ancillary mechanical piping and appurtenances for ASR operation and maintenance.

Construction sequencing, shutdown requirements, and interconnection with the WTP will be clearly delineated on the plans with detailed process descriptions outlined in the specifications.

ASR Systems will develop control logic for the ASR well, relying on decades of real-world experience and hands-on ASR operation. Based on discussions with City staff and our evaluation of available data, this scope of work excludes chemical storage, handling, and metering systems.

An interim cost estimate will be prepared in accordance with AACE International guidelines.

Following City review of the 50% design submittal, the Carollo team will meet with City staff to solicit feedback, review comments, and discuss next steps.

Task 4.3 Well Equipping – 90% Plans, Specifications, and Estimate

Following the 50% design review workshop (Task 1), Carollo will develop the 90% design submittal, including an update construction cost estimate. Carollo will provide a comment response log with the 90% design submittal for City review, logging all responses, key decisions, and pending action items. Following City review of the 90% design submittal, the Carollo team will again meet with City staff to solicit feedback and review comments.

Task 4.4 Well Equipping – Draft 100% Plans, Specifications, and Estimate

Following the 90% design review workshop (Task 1), Carollo will develop the draft 100% design submittal, including an updated construction cost estimate. Similar to previous submittals, all prior comment responses, key decisions, and pending action items will be included with the draft 100% submittal for City review ahead of the draft 100% design review workshop.

Task 4.5 Well Equipping – Bid Documents

Following the draft 100% design review workshop (Task 1), Carollo will develop the final (sealed) Bid Set plans and specifications and final construction cost estimate. The Bid Set submittal will include a final comment response log with all key decisions and resolved action items noted for record.

Task 4 Deliverables

- Draft and bid set submittals (Drilling)
- 50% design submittal (Equipping)
- 90% design submittal (Equipping)
- Draft 100% design submittal (Equipping)
- Bid set submittal (Equipping)

Task 4 Assumptions

- All deliverables will be provided in electronic format (PDF).

- City comments will be compiled into a single document for Carollo review.
- Soils are assumed to be adequate for traditionally founded structures; deep foundations will not be required.
- Construction drawings and specifications will be prepared in accordance with Carollo drafting standards, standard specifications, and applicable City standard details.
- Carollo and ASRS will develop control descriptions to be configured by the City's system integrator (to be identified as part of the construction specifications). Control descriptions will be coordinated with P&IDs and process design intent. Control descriptions will be guidelines for the computer control system configuration.
- This scope assumes that the existing electrical service for the WTP and the electrical distribution system of the WTP can support the addition of the pump electrical load, without the replacement of the service or replacement of critical electrical equipment that would lead to a replacement of significant electrical equipment.
- Standby generator upsizing, replacement, or installation is not required.

TASK 5 – BIDDING ASSISTANCE

This task provides bidding assistance for two separate bid packages (Drilling and Equipping) as described under Task 4.

Task 5.1 Attend Pre-Bid Conference

LSCE's project manager will attend the pre-bid conference for the Well Drilling package; Carollo's project manager will attend the pre-bid conference for the Well Equipping package. At both conferences (assumed to occur separately), team members will note any questions to be addressed by addendum.

Task 5.2 Prepare Addenda

Carollo and LSCE, with technical support from ASR Systems, will prepare addenda in response to questions received at the pre-bid conferences or separately through the City's Public Purchase system. Addenda will be submitted to the City for distribution via Public Purchase.

Task 5.3 Bid Tab Evaluation

Carollo and LSCE will review the submitted contractor bids for each package and prepare a bid tab evaluation for the City.

Task 5.4 Conformed Documents

Carollo will prepare conformed documents for the selected contractor, incorporating all addenda issued as part of the bidding process.

Task 5 Assumptions

- City staff will administer the bid process, including posting bid advertisements, receiving questions from prospective bidders, issuing responses to questions (responses provided by Carollo and LSCE), scheduling pre-bid conferences, receiving bids, publicly opening bids, and posting bid results.
- Up to two addenda for each bid package are assumed under this task.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION

Task 6.1 Pre-Construction Conference

Carollo and LSCE will attend pre-construction conferences for each construction package (assumed to occur separately) with the contractor to answer technical or logistical questions concerning project approach and completion.

Task 6.2 ASR Well Construction Oversight

LSCE will provide well drilling oversight services, including verification of ASR well location, witnessing conductor/surface casing installation, monitoring drilling operations and borehole construction, inspecting and verifying casing and screen materials, witnessing borehole conditioning and casing assembly installation, and inspecting gravel pack and seal placement and estimate final quantities for installation.

Task 6.3 Engineer Site Visits and Progress Meetings

Carollo's project manager or project engineer will attend regular progress meetings for the duration of well equipping construction. This task assumes attendance at up to 24 meetings over a 12-month construction duration.

Task 6.4 Respond to RFIs

Carollo and LSCE will respond to requests for information (RFIs) submitted by the contractor to the City or Construction Manager. Responses will be submitted in writing and delivered to the City or Construction Manager via email. Review of up to 40 RFIs is assumed under this task.

Task 6.5 Shop Drawing Submittal Review

Carollo and LSCE will review shop drawing submittals for compliance with project plans and specifications. Review of 80 submittals and resubmittals is assumed under this task.

Task 6.6 Prepare Design Clarifications

Carollo will prepare design clarifications as required in response to RFIs or unanticipated site conditions. Up to five design clarifications are assumed under this task.

Task 6.7 Final Acceptance Walk

Carollo's project manager or project engineer will attend a final acceptance job walk as scheduled by the City and Construction Manager and note any final items required for project completion.

Task 6.8 Record Drawings

CONSULTANT will prepare record drawings based on as-built markups provided by the contractor, City, or Construction Manager.

Task 6 Assumptions

- The total duration of construction will not exceed 12 months.
- Due to uncertain conditions in material supply chains and the current bidding environment, this is a preliminary estimate of construction schedule based on available information; the anticipated construction schedule will be updated as design progresses and submitted to the City with each design deliverable (see Task 4).
- Attendance at up to 24 on-site construction progress meetings is assumed.

- Responses to up to 40 RFIs and 80 shop drawing submittals are assumed.
- Responses to up to five design clarifications or change orders are assumed.
- Materials testing during construction is excluded from this task (see Task 9 - Construction Management Services).

TASK 7 – TESTING, START-UP, AND TRAINING

This task provides for ASR well “cycle one” commissioning support, including interim recharge, to evaluate the operation of the ASR well and adjust controls to optimize long-term operation. ASR Systems will conduct operator training; provide a first-year cycle-testing plan to guide ASR operations; monitor data from well operations during the first year after completion of wellhead facilities; and recommend any needed adjustments. The cycle one commissioning support is anticipated to occur over a duration of 12 months and include the following phases:

- **Phase I – Manual Startup.** The objective for Phase I commissioning is to verify proper operation of equipment and facilities in manual mode in accordance with the design concept. The Carollo team will verify that each process, associated mechanical equipment, associated hydraulic control devices, and conveyance components operates properly under actual operating conditions. This includes verification that all hard-wired electrical control interlocks and safeguards are functioning properly.
- **Phase II – Transition to Computer Operation Mode.** The objective of Phase II commissioning is for the engineer to verify the proper remote control and operation (to the degree of automation included in the instrumentation system design) of the facility in accordance with the design concept. The engineer will verify that each system, associated mechanical equipment, and instrumentation system components operate properly under actual operating conditions. This includes verification that all software-based electrical/process control monitoring, interlocks, automatic control logic, alarms, and report generation subroutines are functioning properly.
- **Phase III – Transition from Engineer to City Operation.** The objective of Phase III commissioning is for Carollo to assist the City in the satisfactory transition of the remote control operation from the engineer to City staff operation. Carollo will continue to document areas of operational concern encountered during the transition to City operation with a determination of whether any item of concern is a contractor warranty issue or requires a design modification. Carollo will monitor the documented concerns and promptly notify the contractor of all warranty issues.

Prior to testing, a workshop and agenda would be prepared for the City to discuss the proposed test program. Specific tasks developed as a result of the workshop could include the following:

- Installation of submersible pressure transducers in monitoring well piezometers at the injection/extraction well site.
- Weekly downloading and processing of data from each monitoring well and pumping well or ASR well.
- Collection and processing of ASR well static and pumping water levels, pumping/injection rate, and discharge/injection pressures from the City.
- Field measurements that include pH, dissolved oxygen, oxidation-reduction potential, temperature, and conductivity.
- Weekly collection and analysis of water samples from each piezometer and injection/extraction well (general physical and general mineral constituents, to be determined).

- Groundwater samples sent to a third-party lab for analysis.
- Preparation of a monthly Test Report Technical Memorandum addressing the specific work, including water quality analysis summaries performed by the project team. The draft TM will be submitted to the City for review, and the City's comments will be incorporated into the final TM.

TASK 8 – OPERATIONS AND MAINTENANCE MANUALS

Carollo and ASR Systems will prepare a standalone O&M manual for the ASR well. The manual will describe all aspects of ASR well operation, including operational criteria, control logic, and system limitations.

TASK 9 – CONSTRUCTION MANAGEMENT AND MATERIALS TESTING SERVICES (OPTIONAL) To be considered at a later date by City.

Carollo provides a full scope of construction management services for water infrastructure projects ranging from wells and pipelines to full-scale water treatment plants. Our project geotechnical engineer, UES (formerly Wallace-Kuhl & Associates) is equipped to provide materials testing services out of its West Sacramento testing laboratories for soils, asphalt, concrete, and steel as required to meet project standards and specifications.

Carollo has a proven workplan with demonstrated success on similar-scale water infrastructure projects. If construction management services from Carollo are desired by the City, our team can furnish additional staff resumes and samples of RFI logs, shop drawing submittal review forms, change order review forms, progress payment applications, and other process documentations. Our construction management team is also well-versed in multiple construction document management systems and scheduling platforms to meet the specific needs of the City.

TASK 10 – GRANT OPPORTUNITY RESEARCH AND WRITING (OPTIONAL)

If requested, Carollo's grant management specialist can assist the City in researching State and Federal funding opportunities for supplemental grants or low interest loans to address potential funding gaps. As opportunities are identified, Carollo will contact the issuing agency to better understand the funding opportunity requirements and City project eligibility, as requested by the City. If opportunities are identified, Carollo can assist the City or lead the development of the grant application per the funding agency's requirements and, if requested, submit the grant package on behalf of the City.

This Optional Task assumes up to 80 hours of grant management specialist time for as-needed research. Specific effort estimates for preparation of grant funding applications will be determined depending on identified opportunities in coordination with City staff.

TASK 11 – SUPPLEMENTAL GEOTECHNICAL BORINGS (OPTIONAL)

If insufficient geotechnical data is available for the project (dependent on final ASR well location and proximity to point of connection to the WTP), UES will perform up to two additional borings and two cone penetration tests with associated laboratory testing. The final cost and level of effort associated with this optional task will be dependent on location and depth of the borings.

Supplemental geotechnical borings under this task could be used to install piezometers to support the testing and start-up strategy described under Task 7. If supplemental borings are

not required for geotechnical purposes, the need for piezometers can be discussed with City staff when developing a final testing program for the ASR well.

TASK 12 – PROGRAMMING (OPTIONAL)

The purpose of this Task Order is to describe the programming services provided by Carollo that are required to support the City during the construction phase of ASR Well No. 3.

Task 12.1 Project Coordination

The purpose of this task is to provide ongoing project coordination, management, review of deliverables, and project meetings.

Task 12.1.1 Project Management. All phases of the work will be managed under a single project management task for project execution, office administration, invoicing, coordinating work of the programming team, and coordinating and reporting on the progress of the project to the City.

Task 12.1.2. Project Administration. Project Manager (PM) will assign labor resources for completion of project tasks, review work products, respond to City requests and concerns, and maintain communications with City staff to ensure satisfactory completion of the work on schedule and within budget. Under this task, Project Manager will also prepare progress reports to send with monthly billing invoices.

Task 12.1.3. Progress Calls. Carollo's PM will schedule and participate in weekly status calls with the City's PM throughout completion of Tasks 1 through 6 (construction phase PM is covered elsewhere in this scope). These calls will be used to review status of the work, action items, information needs, the decision log, and the project look ahead schedule.

Task 12.1.4 Meetings. Carollo will schedule a project kick-off meeting and technical review meetings to facilitate dialogue between all project team members and to review schedule and coordination required between the ICSC and Programmer.

Coordination meetings with key staff will be scheduled as telephone conference calls.

We propose the following meetings during the design phases of the project:

- Kickoff Meeting (4 hours)
- Weekly Coordination Meetings (1/2 hour calls for 12 weeks)
- Programming Standards Review Workshop (4 hours)
- System Optimization Strategy Workshop (4 hours)
- Programming Workshop (4 hours)
- Implementation Planning (2 hours)
- Up to three additional miscellaneous project meetings (as required) averaging 2-hours each with the programming team's PM and Lead Programmer.

Task 12.1.5 Quality Control/Quality Assurance. Carollo will provide quality control and quality assurance throughout project completion. This includes completion of a task to set up a system for tracking work progress and expenditures, per Carollo standard procedures. Carollo's PM will ensure the completion of formal internal review procedures (which includes formal review by senior staff) prior to submittal of all project deliverables to provide an objective check on the adequacy of the design and related work products.

Task 12.1 Meetings

- Kickoff Meeting
- Weekly Coordination Meetings
- Three additional project meetings throughout the project

Task 12.1 Deliverables

- Information Request Log Meeting agendas, presentation materials, handouts, and meeting summary notes.
- Monthly invoices.
- Monthly progress reports.

Task 12.1 Assumptions

- Project management fee is based on an overall project duration projection of 12 weeks.
- The level of effort for PM calls is based on weekly 1-hr conference calls between Carollo and the City's project manager, with other City staff invited by the City's project manager.
- The fee estimate for additional project meetings (3) assumes participation of two (2) Carollo team members for an average of two (2) hours per meeting.

Task 12.2 Programming Investigations

Task 12.2.1 Engineering and Programming Investigations. Carollo will work with the City's SCADA staff to review the City's existing programming standards that have been developed. This effort should include review of the following:

- SCADA network diagram
- Control strategies
- HMI programming standards
- PLC programming standards
- Reporting requirements
-

Carollo's PM will develop an Information Request Log, which will be updated and shared with the City regularly to facilitate ongoing collection of data/information and on-schedule completion of the work.

Task 12.2 Meetings

- Programming Standards Workshop
- System Optimization Strategy Workshop

Task 12.2 Assumptions

- City will provide Carollo's Programmer with their existing programming standards and template PLC and HMI files.

Task 12.3 Process Control Software Development

Carollo will provide PLC and HMI programming for two well sites using the City provided templates as outlined in Task 2 as a starting point. The programming for the HMI and PLC will follow the P&IDs and process control narratives developed by Carollo for this project.

Task 12.3.1 Configure Hardware and Software Carollo's programmer will install and configure all software for the local OIT and PLC at the well sites.

Task 12.3.2 PLC Programming Carollo's Programmer will develop the process logic programming for one (1) new PLC supplied by the Contractor under the instrumentation and controls sections of the specifications.

PLC code will include program documentation and comments in accordance with project programming standards. Programmer will provide annotated function blocks to assist with future adjustments/troubleshooting of the program.

Programmer will perform the SCADA and PLC monitoring and control functions defined in the applicable control strategies in the Construction Contract Documents.

Programmer will not be responsible for the programming of PLCs provided by packaged system vendors; this shall be the responsibility of the Contractor's suppliers.

PLC's provided by vendors of packaged systems will be integrated into the SCADA system by Carollo's Programmer. This will require coordination of programming work between Programmer and the vendors. The vendors shall be responsible for all logic in their respective PLCs, and they shall be required to define the PLC registers in their PLCs that will allow remote starting and stopping of their systems, monitoring of data for display, alarming, event logging, trending, etc., and any other functions as required by the Construction Contract documents.

Other equipment vendors that will have local control panels or digital interfaces that must interface with the SCADA/PLC system in a special way. Programmer will coordinate with the equipment suppliers to provide proper control functionality between their equipment and the SCADA system.

Carollo's Programmer will coordinate the HMI and PLC interfaces with these equipment suppliers. This will require vendor coordination meetings, review of equipment submittals, and exchange of technical information. Carollo's Programmer will submit RFIs to the Construction Manager for transmittal to the Contractor, as needed.

Task 12.3.3 HMI Programming Carollo's Programmer will configure / program the SCADA operator interface system to incorporate new signals and graphic screens per the project process and instrumentation drawings. Programmer will develop HMI graphic screens to provide monitoring and control of equipment connected to the PLC's, including PLCs programmed by the Contractor (through suppliers and subcontractors) that are connected to the PCN via Ethernet.

Graphic screens and other aspects of the SCADA software configuration will conform to the programming standards as reviewed during the software standards workshop.

Carollo's Programmer will review all HMI screens with OWNER staff prior to installation and startup. Programmer will incorporate all comments, revisions and changes provided by the City staff into the final configuration of the SCADA application software.

Carollo's Programmer will provide data tags for inclusion by the City into the existing Historian. City Staff shall perform all configuration and testing of the new historical data added to the existing historian.

Programmer will create and test a total of ten (10) trend screens based on decisions made with the City's Staff during the Software Coordination Meeting.

Task 12.3.4 Implementation Planning Carollo's Programmer will coordinate with the City's SCADA staff and ICSC to facilitate a software implementation meeting to go over factory test and field-testing procedures.

Task 12.3 Meetings

- Programming Standards Review Workshop
- System Optimization Strategy Workshop
- Programming Workshop
- Vendor Coordination Meetings
- Implementation Planning

Task 12.3 Deliverables

- PLC program for well sites
- HMI program for well sites
- Implementation Plan

Task 12.3 Assumptions

- ICSC will procure and install all hardware relating to the PCS.
- ICSC will deliver the PLC and OIT to Carollo's programmer 8 weeks prior to the scheduled FAT for configuration, programming, and testing activities as outlined in this scope.
- The City will provide all software licenses required for the OITs.
- The City will provide programming standards and PLC and OIT templates to Carollo's Programmer for use.
- Carollo is not responsible for programming or testing any vendor system PLCs or OITs.
- One set of HMI screens will be developed for use at both the Well Site OIT and the City's central control center.

Task 12.4 Acceptance Testing

Task 12.4.1 Configure Hardware and Software Carollo's Programmer will test all control strategies with the associated HMI applications to validate the control logic and corresponding graphical interface prior to installation.

Task 12.4.2 Factory Acceptance Test Carollo's Programmer will attend the PCS control panel FAT at ICSC's facility.

Task 12.4 Deliverables

- Test Forms

Task 12.5 Installation, Testing, Startup, and Commissioning

Under this task Carollo will coordinate onsite installation, testing, startup, and commissioning with the City's staff and the ICSC.

Task 12.5.1 Onsite Installation Carollo's Programmer will coordinate the installation of the Computer Control Systems and HMI software applications with City SCADA staff.

Task 12.5.2 Complete End-to-End Testing (CEET) Carollo will work with the Contractor to provide CEET of instrumentation devices and subsystems as specified in Section 17950. Prerequisite for the instrumentation devices and subsystems loop check/validation installation tests is the submission of all loop drawings for review and approval and the ICSC's completed control system installation. The instrumentation devices and subsystems CEET will occur only after the Contractor has submitted certified test reports that all field wiring has been tested and verified against the loop drawings. During the CEET, signals are tested through the PLC program, network, and to the OIT.

The CEET will be performed by the Programmer and Contractor working together, with assistance from the City and/or the inspection staff, as needed. Carollo's Programmer will provide staff to verify input signals at, and create output signals from, the SCADA system. Carollo has included no more than three (eight hour) days per well site for completion of the CEET.

Task 12.5.3 Functional Testing (FT) Carollo will provide Functional Testing (FT) as specified in Section 17950 following the completion of CEET and the Contractor's testing of the manual operation of equipment. The FT will be performed by Carollo's Programmer with assistance from the Contractor and City Staff as needed.

The purpose of the FT is to verify the proper operation of all PLC control logic and its interaction with field equipment and devices. Carollo's Programmer will exercise programs, conduct tests, record results, and tune any feedback loops. Contractor staff will be responsible for equipment operation and verification of correct field operation results. Carollo has included no more than three (eight hour) days per well site for completion of the FT.

Task 5.4 Process Startup and Commissioning The process startup will verify that the performance meets the contract document requirements. The process startup includes control loop tuning, individual process area startups followed by facility-wide process startup.

Once the performance tests have been verified, the Process Operational period begins. The Process Operational Period is a 30-day performance test to prove the facility conforms to the contract document requirements. Carollo's programmer will be available on an as needed basis during this period.

Task 12.5 Deliverables

- Test Forms

Task 12.5 Assumptions

- Loop validation testing will be completed by the Contractor and approved by the City prior to testing activities outlined in this task.
- Contractor, ICSC, and City Staff will assist Carollo's programmer for the testing activities outlined in this task.

Task 12.6 Final Documentation and Follow-up Services

Task 12.6.1 Operation and Maintenance (O&M) Manuals Carollo will provide the following as part of the O&M Manuals:

1. CEET and FT results
2. SCADA system hardware and software
3. PLC system software
4. Final PLC programs, including final flow charts, annotated function blocks
5. Final control sequencing describing startup, operation, shutdown, and safety procedures

Electronic copies of the individual O&M sections listed above will be delivered to the Contractor for incorporation into the overall project O&M manual.

Task 12.6.2 Warranty Period Services Carollo will provide the following Warranty Period Services:

1. On-call, dial-in adjustments during the 1-year warranty period following substantial completion of the construction contract.
2. Attempt to troubleshoot the problem over the telephone to determine the cause and whether the reported problem is covered under warranty services.
3. If the problem is covered under warranty services, Carollo's Programmer will determine the cause, determine what repairs or corrections are necessary, and perform necessary work.
4. Provide on-site staff to perform software repairs. Carollo's Programmer will generally require one to two (1-2) working days' notice to perform on-site repairs. However, for serious problems that disrupt treatment operations, the Programmer will make every reasonable effort to arrive on site as soon as possible after notification of the problem.
5. If the Programmer believes a reported problem is not covered under Warranty Services, the Programmer will promptly notify the City. The City will then either obtain repairs through other means or direct the Programmer to proceed with repairs.
6. The City's Staff and Programmer will attempt to mutually determine and agree if a reported problem is covered by Warranty Services

Note: Warranty Services do not cover equipment, materials, services, or software provided by others. Warranty Services do not include equipment damage caused by misuse, accidental damage, electrical surges, or other events out of the control of the Programmer. Warranty Services do not include work performed by the City or by the Contractor and others hired by the City. The reloading of programs, software files and configuration parameters that becomes

necessary due to the failure of equipment provided by others or the negligent acts of others (i.e., not the Programmer) is not covered by the warranty.

Task 12.6 Deliverables

- O&M Manual

Task 12 City Staff Assistance

City staff is expected to provide the following services:

- Attend all coordination meetings, construction meetings, and conference calls. Coordinate with interested City departments for attendance as required.
- Provide review of PLC and HMI programs to be installed at the well sites.
- Participate in and attend meetings with the project team to discuss issues, concerns, opportunities, and challenges.

Notes:

(1) Rates are based on Cusick Engineers, Inc., Fee Schedule as of Jan. 1, 2023 for California.

(2) Other direct costs (ODC) include the average traveling (to/from meetings at IRS Federal Rate, travel) at cost and Project Equipment and Communication Expense (PECE) at \$14 per direct labor hour.

(3) Indirect costs (IC) are based on the average traveling (to/from meetings at IRS Federal Rate, travel) at cost and Project Equipment and Communication Expense (PECE) at \$14 per direct labor hour.

(4) The 10% fee on the fee is based on the average traveling (to/from meetings at IRS Federal Rate, travel) at cost and Project Equipment and Communication Expense (PECE) at \$14 per direct labor hour.

Notes:

(1) Rates are based on Carrillo Engineers, Inc., Fee Schedule as of Jan 1, 2023 for California.

(3) Includes Subconsultant markup of 10%.

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CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: 2025 Resurfacing Project (Award Contract)
Recommendation: Adopt a Resolution which takes the following actions:

A. Awards the construction contract to VSS International, Inc. of West Sacramento, CA in the amount of their total bid of \$1,294,211.00, 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 \$129,421.10 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026040622) was adopted, approval of this contract is within the scope of the previously approved Project, and no further environmental review is required under CEQA

Fiscal Impact:

\$1,449,632.10 – Account No. 1213 (Residential Road Rehabilitation)

\$1,294,211.00 – Contract Award Amount

\$ 129,421.10 – Construction Contingency (10%)

\$ 26,000.00 – Construction Management (2%)

Purpose:

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

Strategic Focus Area:

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

Background:

On April 15, 2025, City Council approved the plans and specifications for the 2025 Residential

Resurfacing Project and authorized the Public Works Department to advertise for bids. This maintenance project will repair City roadways with multiple rehabilitation methods, including asphalt dugouts, asphalt rubber cape seals, and slurry seals on designated roadways. Repair methods were determined based on the condition of the roadway, road category, and cost efficiency. The streets included in the 2025 Resurfacing Project are shown in Areas A through I on the Project Location Map and Street List (Attachment 2).

Analysis:

The 2025 Residential Resurfacing Project was advertised for bids beginning June 10th. Plans and specifications were published on Public Purchase and provided to local builder/contractor exchange. On July 8, 2026, four (4) bids were received and opened in the City Clerk's office. A list of the bids received and the Engineer's Estimate are shown below.

<u>Company</u>	<u>Base Amount</u>
VSS International, Inc.	\$1,294,211.00
Pavement Coatings Co.	\$1,409,142.20
American Pavement Systems, Inc.	\$1,449,797.00
B&M Civil LLC dba B&M Builders	\$1,607,827.00
<i>Engineer's Estimate</i>	<i>\$1,478,000.00</i>

VSS International, Inc. is the low, responsible, responsive bidder.

Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin late summer 2026 and be completed in late fall 2026.

Fiscal Impact:

The estimated total construction cost is approximately \$1,449,623.10, which consists of the following components:

Construction Contract	\$1,294,211.00
Construction Contingency (10%)	\$ 129,421.10
<u>Construction Management/Inspection (2%)</u>	<u>\$ 26,000.00</u>
Total Construction Cost	\$1,449,632.10

A 10% construction contingency is requested due to the uncertainty of sub-base conditions in dugout areas, which may require a greater level of effort to repair, as well as the potential need to expand the dugout areas.

The project will be funded through CIP Account No. 1213 (Residential Road Rehabilitation). Approximately \$1,953,000.000 is available in this account. With this project, the City received a CalRecycle Rubberized Pavement Grant that will reimburse the City approximately \$85,000 after completion. This project will not impact the General Fund.

Environmental:

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

Alternatives:

Reject the bids and cancel the project. Canceling the project will delay rehabilitation of City roadways.

Recommendation:

Adopt a Resolution which takes the following actions:

A. Awards the construction contract to VSS International, Inc. of West Sacramento, CA in the amount of their total bid of \$1,294,211.00, 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 \$129,421.10 (10%)

B. Finds that CEQA was previously assessed for the Project, a categorical exemption (Class 1, SCH 2026040622) was adopted, approval of this contract is within the scope of the previously approved Project, and no further environmental review is required under CEQA

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 VSS
INTERNATIONAL, INC. IN THE AMOUNT OF THEIR TOTAL BID OF
\$1,294,211.00, 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 2025 Resurfacing Project; and

WHEREAS, in response to the advertisement, the City received four (4) bids for the 2025 Resurfacing Project in the following bid amounts:

<u>Company</u>	<u>Total Base Bid</u>
1. VSS International, Inc.	\$1,294,211.00
2. Pavement Coatings Co.	\$1,409,142.20
3. American Pavement Systems, Inc.	\$1,449,797.00
4. B&M Civil LLC dba B&M Builders	\$1,607,827.00; and

WHEREAS, the City Public Works Department has reviewed the four bids, and examined VSS International, 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 VSS International, Inc. of West Sacramento, CA and enter into an agreement with VSS International, Inc. to construct the 2025 Resurfacing Project.

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

1. The City Council of the City of Yuba City does hereby accept the four bids received as noted above, finds that VSS International, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to VSS International, Inc. in the amount of \$1,294,211.00, for the 2025 Resurfacing 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 \$129,421.10 (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 2026040622) was adopted, approval of this

contract is within the scope of the previously approved project, and no further environmental review is required under CEQA.

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 21st day of July 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. (Draft) Agreement for the Construction of 2025 Resurfacing

EXHIBIT A

**CONTRACT AGREEMENT
CONTRACT
FOR THE CONSTRUCTION OF
2025 RESURFACING PROJECT
CONTRACT NO:1213-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 2018, the Standard Plans dated 2018, 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 06/10/2026 and are entitled:

BID BOOK

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

FOR

**2025 RESURFACING PROJECT
CONTRACT NO: 1213-CON-26**

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

**PROJECT PLANS FOR
2025 RESURFACING PROJECT
CONTRACT NO: 1213-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.

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)

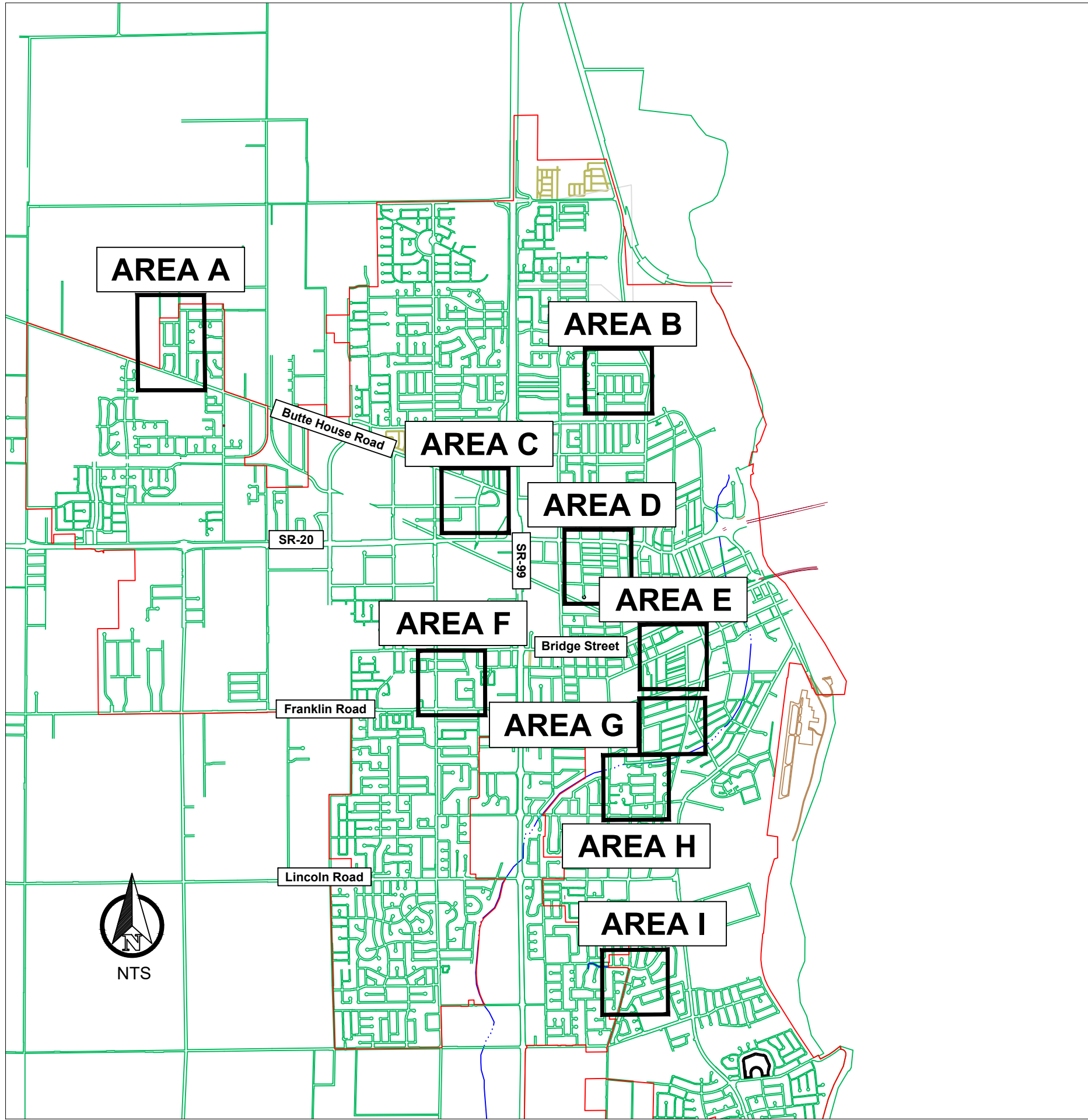
Title

Date

BID ITEM LIST

Bid item	Item Description	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilizations	LS	1	\$ 10,830.00	\$ 10,830.00
2	Traffic Control	LS	1	\$ 67,892.26	\$ 67,892.26
3	Removal of Existing Traffic Stripes, Pavement Markings and Markers	LS	1	\$ 8,480.00	\$ 8,480.00
4	12" White Thermo	LF	1,149	\$ 2.55	\$ 2,929.95
5	24" Yellow Thermo	LF	125	\$ 2.55	\$ 318.75
6	Detail 9A	LF	278	\$ 2.55	\$ 708.90
7	Detail 21	LF	2,509	\$ 2.55	\$ 6,397.95
8	Detail 27B	LF	3,723	\$ 2.55	\$ 9,493.65
9	Detail 38	LF	156	\$ 2.55	\$ 397.80
10	Detail 38A	LF	171	\$ 2.55	\$ 436.05
11	STOP Legend	EA	51	\$ 848.00	\$ 43,248.00
12	"SLOW SCHOOL XING" Legend	EA	1	\$ 2,881.88	\$ 2,881.88
13	Thermo Type I Arrow	EA	1	\$ 848.00	\$ 848.00
14	Thermo Type IV Arrow	EA	5	\$ 848.00	\$ 4,240.00
15	Thermo Type VII Arrow	EA	4	\$ 848.00	\$ 3,392.00
16	Bike Lane Symbol w/ Person	EA	1	\$ 848.00	\$ 848.00
17	Bike Lane Arrow	EA	1	\$ 848.00	\$ 848.00
18	Blue Raised Pavement Marker (Per City Standard Detail W1)	EA	60	\$ 63.60	\$ 3,816.00
19	Pavement Repair (Digout) - Recompt Base, Place min 4" HMA (3/4")	SY	4,407	\$ 52.47	\$ 231,235.29
20	Asphalt Rubber Chip Seal (3/8" Agg.)	SY	97,284	\$ 5.47	\$ 532,143.48
21	TYPE II SLURRY	SY	125,828	\$ 2.35	\$ 295,695.80
22	TYPE III SLURRY	SY	13,673	\$ 2.90	\$ 39,651.70
23	Micro mill	SF	40,696	\$ 0.37	\$ 15,057.52
24	Reconstruct Valley Gutter ST7	SF	364	\$ 29.68	\$ 10,803.52
25	Remove Existing Medium	SF	61	\$ 26.50	\$ 1,616.50
TOTAL AMOUNT BID:				\$ 1,294,211.00	

ATTACHMENT 2



CITY OF YUBA CITY

**2024 RESURFACING PROJECT
LOCATION MAP**



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

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

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: James Runyen, Police Chief

Summary

Subject: Renewal of Yuba Sutter Regional SWAT Team Memorandum of Understanding
Recommendation: Adopt a Resolution authorizing the Chief of Police to execute a Memorandum of Understanding between the County of Yuba, City of Marysville, Yuba City Fire Department, Linda Fire Protection District, Bi-County Ambulance, and the City of Yuba City for the continued participation in the Yuba Sutter Regional SWAT Team
Fiscal Impact: None

Purpose:

To renew a Memorandum of Understanding (MOU) for the Yuba Sutter Regional SWAT Team between the City of Yuba City, the City of Marysville, and the Fire TEMS Agencies (Linda Fire Protection District, Yuba City Fire Department, and Bi-County Ambulance Services).

Council Strategic Goal:

The renewal of this MOU falls in line with the City Council's Strategic Goal of Safe Communities.

Background:

The Yuba City Police Department, Yuba County Sheriff's Department, Yuba City Fire Department, and Linda Fire Protection District have an existing Memorandum of Understanding in place for the Yuba Sutter Regional SWAT Team. The Regional SWAT Team was formed in January of 2018 to increase personnel and equipment resources needed during critical incidents requiring the activation of a SWAT Team. Additional personnel and equipment has led to a better trained team and increased inter-agency cooperation. Yuba City Fire Department and Linda Fire Protection District are part of the team and provide Tactical Emergency Medical Support (TEMS) while Bi-County Ambulance provides ambulatory service on callouts when available. The City of Marysville is being added to this MOU as a participating agency.

Analysis:

The Yuba Sutter Regional SWAT Team MOU was created in January of 2018. The Regional Team was created for the purpose of combining resources, equipment, and to have a better trained team with inter-agency cooperation. Each agency has experienced staffing shortages over the years. The Regional SWAT Team has allowed both jurisdictions to keep an adequately staffed SWAT Team even when one or both agencies are experiencing staffing shortages. The combined team also relieves some of the pressure off patrol staffing when pre-planned or emergency callouts happen. The continued cooperation between agencies for this necessary duty better serves both jurisdictions. This MOU includes the City of Marysville, whom had a previous side letter agreement with the Yuba County

Sheriff's Department for their participation.

Fiscal Impact:

There is no fiscal impact to the City of Yuba City.

Alternatives:

Do not authorize the Chief of Police to renew the MOU for the Yuba Sutter Regional SWAT Team.

Recommendation:

Adopt a Resolution authorizing the Chief of Police to execute a Memorandum of Understanding between the City of Yuba City, the County of Yuba, the City of Marysville, Linda Fire Protection District, Bi-County Ambulance, and the Yuba City Fire Department to continue the Yuba Sutter Regional SWAT Team.

Attachments:

1. RESOLUTION
2. Yuba Sutter SWAT Team MOU

Prepared By:

Jim Runyen
Chief of Police

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A MEMORANDUM OF UNDERSTANDING REGARDING
THE YUBA-SUTTER REGIONAL SWAT TEAM**

WHEREAS, The Yuba City Police Department, the Yuba County Sheriff's Department, the Yuba City Fire Department, Bi-County Ambulance, and the Linda Fire Protection District have an existing Memorandum of Understanding in place for the Yuba Sutter Regional SWAT Team; and

WHEREAS, The Regional SWAT Team was formed in 2018 to increase personnel and equipment resources needed during critical incidents requiring the activation of a SWAT Team; and

WHEREAS, Additional personnel and equipment has led to a better trained team and interagency cooperation; and

WHEREAS, Renewing the MOU and including the City of Marysville as a participating member of the Yuba-Sutter Regional SWAT Team would continue to best serve our communities by combining resources.

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

1. Approve the attached Memorandum of Understanding
Pertaining to the Yuba-Sutter Regional SWAT Team as to its material terms
2. The chief of police is authorized to make non material changes and enter into the agreement subject to approval as to legal form by the city attorney.

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on July 21, 2026 by the following vote:

AYES:

NOES:

ABSENT:

Marc Boomgarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

MEMORANDUM OF UNDERSTANDING

Between the City of Yuba City, the County of Yuba, the City of Marysville, and the Fire TEMS Agencies

Regarding the Yuba-Sutter Regional SWAT Team (YSRST)

(Including the Crisis Negotiations Team (CNT), Tactical EMS Program, and Tactical Dispatch Team)

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2026, by and between the **City of Yuba City, the County of Yuba, the City of Marysville, and the Fire TEMS Agencies (Linda Fire Protection District, Yuba City Fire Department and Bi-County Ambulance Services)**, collectively referred to as the **“Agencies.”**

WITNESSETH

WHEREAS, the Agencies recognize that the presence of a highly trained and skilled regional tactical response unit aids in the peaceful resolution of critical incidents, reducing the risk of injury or loss of life to citizens, officers, and suspects alike; and

WHEREAS, the Agencies desire to continue a cooperative effort to maintain a unified, cross-jurisdictional tactical response capability through the establishment of the **Yuba-Sutter Regional SWAT Team (YSRST)**; and

WHEREAS, this MOU establishes the policies, responsibilities, and expectations of each participating agency for the continued operation and administration of the YSRST;

NOW, THEREFORE, the Agencies agree as follows:

I. Special Operations Unit Participation

This MOU is voluntary in nature and places no party under obligation to respond to a request for YSRST services it cannot fulfill due to staffing, resource constraints, or other reasonable limitations. However, all reasonable efforts shall be made to accommodate requests for assistance and to attend scheduled team training and operational readiness activities.

Newly appointed members of either the SWAT or Crisis Negotiations Team (CNT) shall attend a basic training course in their discipline within one (1) year of appointment. Members of SWAT will not be deployed on entry teams until they have completed the basic SWAT training course.

Tactical Dispatch personnel shall attend specialized training as soon as practicable. Tactical EMS (TEMS) personnel assigned by the Fire TEMS Agencies shall complete an approved Tactical Casualty Care course before appointment to the YSRST TEMS Team. Each agency is responsible for ensuring training is completed for its personnel and providing YSRST Commanders with training records.

II. Special Operations Unit Structure

The YSRST is composed of the following organizational elements:

SWAT ELEMENT

Two (2) Tactical Commanders holding the rank of **Lieutenant or Sergeant**.

Entry Team consisting of:

- Two (2) Team Leaders (Officer/Deputy or Sergeant)
- Two (2) Assistant Team Leaders (Officer/Deputy or Sergeant)

Sniper / Observer Team

- One (1) Sniper Team Leader (Sergeant, Officer, or Deputy), selected based on technical expertise and tenure on the YSRST, subject to approval by respective agency administrations.
- The Sniper Team shall consist of up to four (4) Sniper Team Members, with no more than two (2) non-leader members contributed by any single agency (hard cap).
- Yuba City Police Department and Yuba County Sheriff's Department shall each contribute no fewer than one (1) Sniper Team Member.
- Marysville Police Department may contribute Sniper Team Members as needed to fulfill the authorized team structure.
- Members must have at least one (1) year of YSRST service and have completed a **Basic SWAT Course** prior to selection.

- Each newly appointed Sniper Team Member must attend a **Basic Sniper Course** within one (1) year of appointment and may not deploy as a precision rifle shooter until completion of that course and written certification by the Sniper Team Leader.
 - Sniper Team Members must maintain ongoing range and physical fitness qualifications as outlined in the YSRST **Operating Procedures**.
 - Failure to meet standards may result in remediation not to exceed six (6) months. Continued noncompliance may result in removal from the team.
 - Each agency is responsible for ensuring training is completed for its personnel and providing YSRST Commanders with training records.
-

Tactical EMS (TEMS) Team

The Fire TEMS Agencies shall provide Tactical Emergency Medical Support (TEMS) personnel to the Yuba-Sutter Regional SWAT Team (YSRST) in accordance with current Sierra-Sacramento Valley EMS Agency policies and procedures.

TEMS personnel shall remain under the administrative supervision of their respective employing agency while operating under the tactical direction of the YSRST Tactical Commander during training and tactical operations.

The primary mission of the TEMS Team is to provide emergency medical support to YSRST personnel and affected civilians during tactical incidents.

TEMS personnel shall:

- Maintain operational medical readiness.
- Respond to all YSRST deployments when activated.
- Participate in scheduled joint training consistent with the YSRST **Operating Procedures**.
- Work within their authorized scope of practice as **Emergency Medical Technicians (EMTs)**, providing **Basic Life Support (BLS)**.
- Maintain, at a minimum, certification in **Tactical Emergency Casualty Care (TECC)** or another equivalent tactical medical course approved by the Fire TEMS Agencies.

An **Advanced Life Support (ALS) ambulance** shall be assigned to standby status during tactical operations and positioned at the **Incident Command Post (ICP)** or at an alternate

staging location designated by the **Incident Commander**, in consultation with the **YSRST Tactical Commander**, when operationally appropriate.

TEMS personnel shall not participate in dynamic entry operations, arrest teams, or other tactical assignments except as authorized by the Tactical Commander and consistent with their employing agency policies.

TEMS members shall maintain all state-required certifications and complete all employing agency training requirements

Crisis Negotiations Team (CNT)

1. Purpose and Regionalization

The CNT functions as a regional component of the YSRST, providing crisis communication, negotiation, and de-escalation during high-risk incidents. The CNT may respond within Yuba City, Yuba County, or partner jurisdictions upon request.

2. Command and Oversight

The CNT is subordinate to the YSRST Commanders during tactical deployments. Strategic oversight is provided jointly by the participating Sheriffs and Chiefs of Police (Executive Committee).

Two (2) Negotiations Commanders serving as CNT Team Leaders shall be appointed from among eligible Sergeants, Officers, or Deputies based on communication skill, training, and experience, subject to approval by their **respective agency administrations**.

3. Composition

- Two (2) Negotiations Team Leaders / Commanders
- Four (4) to eight (8) trained negotiators from participating agencies

4. Training

CNT members shall complete a **CA POST-certified Basic Negotiator Course** within one (1) year of appointment and shall participate in training as scheduled by CNT Team Leaders in partnership with YSRST monthly training that includes CNT-specific topics no less than **twice per year**. Each agency is responsible for ensuring training is completed for its personnel and for providing YSRST Commanders with training records.

5. Deployment and Activation

CNT deployments are coordinated through the YSRST Command Structure.

CNT may respond jointly with SWAT during tactical incidents.

6. Performance Standards and Removal

CNT members must maintain attendance, proficiency, and participation standards. Deficiencies trigger remediation not exceeding six (6) months. Unresolved deficiencies may result in removal.

7. Records and Reporting

CNT Team Leaders shall maintain training and deployment documentation and provide readiness reports to the Executive Committee.

Training and Gear

A regular training program shall be maintained to ensure operational efficiency.

- **SWAT:** Training consistent with POST guidelines
- **Tactical EMS:** Conduct training per employing agency requirements and attend YSRST monthly training with TEMS-specific content at least twice per year
- **CNT:** Complete POST Basic Negotiator Course and train with CNT and YSRST no less than twice per year

Failure to maintain training standards may result in remediation or removal.

Each Agency shall provide all gear and personal protective equipment necessary and required for the participation of its personnel in this MOU.

Records and Reports

The jurisdictional agency shall complete all investigative documentation.

Assisting agencies shall submit supplemental reports.

YSRST Commanders shall maintain training, deployment, and readiness records and share them with participating agencies upon request.

Officer-Involved Shooting Protocol

The agency of jurisdiction shall conduct the criminal investigation. Administrative investigation shall remain the responsibility of the employing agency.

All participating agencies are members of the **Yuba-Sutter Officer Involved Shooting & Critical Incident Investigation Team (OIS/CIIT)** and shall follow their employing agency protocols.

AGENCY RESPONSIBILITY

A. Third Party Death or Injury

The City of Yuba City, City of Marysville, County of Yuba, and Fire TEMS Agencies as parties to this Memorandum of Understanding, shall each be solely liable for any claim, loss, or damages to non-member third parties for personal injury and/or death, including without limitation, attorney's fees and costs, arising out of the acts or omissions of that jurisdiction's own employees who are members of, or who participate in support of, the Yuba-Sutter Regional SWAT Team (YSRST). To the extent permitted by law, proportional liability to third parties for death or personal injury arising out of acts or omissions of employees from more than one jurisdiction may be established either by stipulation among the affected jurisdictions or by a court of competent jurisdiction.

B. Third Party Property Damage

The jurisdiction requesting the response of the YSRST shall be solely liable for any claim, loss, or damages for property damage to third parties, including without limitation, attorney's fees and costs, arising out of the activities of the YSRST.

C. City or County Property Damage and Injury to Employees

Notwithstanding any other provision of this Agreement, the parties specifically agree that in the event of an injury, illness, or death to any duly assigned employee member of the YSRST, or damage or loss of any type to the property of a member agency, arising out of participation in training or operations of the YSRST, the employing agency shall indemnify, defend, and hold harmless the other agencies, and their respective officials, officers, agents, and employees, from any and all such demands, claims, or liabilities arising therefrom, including but not limited to those which constitute a workers' compensation claim.

D. Indemnification and Defense

In connection with any claim, injury, or property damage for which a member agency is obligated to indemnify and defend another member agency, such indemnifying agency

shall indemnify, defend, and hold harmless the other member agencies and their respective officials, officers, deputies, agents, and employees from any and all demands, claims, or liabilities of any nature arising out of the incident giving rise to the defense and indemnification obligation. In such cases, each member agency shall use its best efforts to cooperate and assist in the defense, except to the extent that such cooperation and assistance could, in the opinion of the member agency's legal counsel, reasonably be expected to prejudice that agency's legal interests. Each party shall at all times maintain in full force and effect workers' compensation insurance and compliance with applicable law, and shall maintain adequate liability insurance or legally adequate self-insurance to cover its activities under this MOU.

E. Survival of Provisions

The requirements and obligations set forth in this Section titled "Agency Responsibility" shall survive any termination or expiration of this MOU, as well as the withdrawal of any member agency from participation in the YSRST.

Term, Termination, and Withdrawal

This MOU becomes effective upon execution and shall remain in effect until terminated. Any agency may withdraw upon **ninety (90) days** written notice.

Entire Agreement

This MOU represents the entire agreement among the Agencies and supersedes all prior oral and written understandings. Amendments must be in writing and executed by all parties.

Notice

Any notice required or permitted to be made under this MOU shall be in writing and sent to the following addresses by personal delivery, U.S. Mail, or nationally recognized overnight courier. All written notices will be deemed given on the date of delivery, or three (3) days after placement in the U.S. Mail if by U.S. Mail.

City of Yuba City:	Jim Runyen, Chief of Police
	1545 Poole Boulevard
	Yuba City, CA 95993

City of Marysville: Vance Nabeta, Chief of Police
316 6th Street
Marysville, CA 95901

County of Yuba: Wendell Anderson, Sheriff-Coroner
720 Yuba Street
Marysville, CA 95901

Linda Fire Department: Kyle Heggstrom, Chief Officer
1286 Scales Avenue
Marysville, CA 95901

Yuba City Fire Department: Josh Hubbard, Fire Chief
824 Clark Avenue
Yuba City, CA 95991

Bi-County Ambulance: Alex Bumpus, President/CEO
1700 Poole Boulevard
Yuba City, CA 95993

Execution and Signature

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

CITY OF YUBA CITY

By: _____

Jim Runyen, Chief of Police

Date: _____

CITY OF MARYSVILLE

By: _____

Vance Nabeta, Chief of Police

Date: _____

COUNTY OF YUBA

By: _____

Wendell Anderson, Sheriff

Date: _____

LINDA FIRE PROTECTION DISTRICT

By: _____

Kyle Heggstrom, Chief

Date: _____

YUBA CITY FIRE DEPARTMENT

By: _____

Joshua Hubbard, Chief

Date: _____

BI-COUNTY AMBULANCE SERVICES

By: _____

[Authorized Representative – Title TBD]

Date: _____

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution approving the Memorandum of Understanding with Public Employees' Union, Local 1/AFSCME 57

Fiscal Impact: Estimated to be less than \$50,000 per year: approximately \$14,441 per year paid for by the General Fund; \$2,328 per year paid for by the Sutter Animal Services Authority (SASA); and \$18,041 per year paid for by the Enterprise Fund (Utilities). Approximately \$15,000 per year is paid for by other non-General Fund sources such as Roads and Lighting and Landscape Maintenance Districts. The increased costs will be absorbed within departments' existing budgeted amounts for salaries and benefits.

Cost for equity adjustments will be calculated following completion of the Total Compensation Surveys to be conducted during the term of the agreement; however, the majority of the cost will be paid for by the Enterprise Fund.

Purpose:

To approve a successor Memorandum of Understanding (MOU) with the Public Employees' Union, Local 1/AFSCME 57 (Local 1) effective June 27, 2026 through June 30, 2028.

Strategic Focus Area:

Approval of the MOU with Local 1 supports the Council's Strategic Plan goal of Workforce Excellence by including new terms that enhance employee development and well being, and encourages employee retention.

Background:

The current MOU with Local 1 expired on June 26, 2026. The City and the Union began meeting in mid-May of this year to negotiate a new successor agreement. The parties met six times, and reached tentative agreement for a new two-year MOU on July 8, 2026. The City was notified by Local 1 on July 15, 2026 that the members ratified the tentative agreement.

Analysis:

The term of the new recommended agreement is for a period of two years (June 27, 2026 through June 30, 2028), and includes the following major provisions:

1. Formation of a joint labor-management committee to develop total compensation survey methodology, agree on comparable agencies to be surveyed, and identify the key classes to be surveyed.
2. City to conduct Total Compensation Surveys for Enterprise Fund occupational groupings and four non-Enterprise Fund occupational groupings to be selected and scheduled by the union during the months of November 2026, May 2027, and November 2027. Classes within the occupational groupings will be brought to within 95% of the market average.
3. Grant sixteen (16) hours of paid time off to be used during FY2026/27 only. The hours have no cash value and are forfeited if not used by June 30, 2027.
4. For the 2027 plan year, the employee contribution to medical insurance coverage and the amount of the Cash in Lieu for waiving City medical coverage shall remain the same as the amounts in effect for the 2026 plan year.
5. Provide minimum two hours overtime for Animal Services employees required to appear in court on their day off.
6. Increase Standby Pay from \$2.45 per hour to \$3.25 per hour.
7. Agree to reopen negotiations in January 2027 limited to discussing the addition of Total Compensation Surveys for non-Enterprise Fund occupational groupings, and the Thanksgiving week holiday.

Human Resources recommends City Council approval of the attached Resolution approving the MOU between the City of Yuba City and Public Employees' Union, Local 1/AFSCME 57.

Alternatives:

Do not approve staff's recommendation. This option is not recommended as the tentative agreement was negotiated by the City's Chief Negotiator within the authority provided by the City Council.

Recommendation:

Adopt a Resolution approving the Memorandum of Understanding with Public Employees' Union, Local 1/AFSCME 57.

Attachments:

1. Resolution - Local 1 MOU
2. MOU Local 1

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 THE PUBLIC EMPLOYEES' UNION, LOCAL 1/AFSCME 57
MEMORANDUM OF UNDERSTANDING (MOU) FOR THE TERM OF
JUNE 27, 2026 THROUGH JUNE 30, 2028**

WHEREAS, the current Memorandum of Understanding between the City of Yuba City and Public Employees' Union, Local 1/AFSCME 57 (Local 1) expired on June 26, 2026; and

WHEREAS, City staff and Local 1 met and conferred during the period of May 21, 2026 through July 8, 2026 to reach agreement for a successor MOU; and

WHEREAS, the City and Local 1 reached Tentative Agreement for a new two-year MOU on July 8, 2026; and

WHEREAS, the City was notified by Local 1 on July 15, 2026 that Local 1 members ratified the Tentative Agreement.

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

SECTION I.

Approve the attached successor MOU between the City of Yuba City and Local 1 for the term of June 27, 2026 through June 30, 2028 which includes updated terms and conditions of employment summarized in the associated staff report for this agenda item.

SECTION II.

Authorize the Director of Human Resources to make any necessary clarifying language changes as long as the changes do not modify substantive terms of the new MOU.

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 21st day of July 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

Approved as to Form:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:
A. MOU

ATTACHMENT 1A

MEMORANDUM OF UNDERSTANDING
FOR
PUBLIC EMPLOYEES' UNION, LOCAL 1 / AFSCME 57



AND

CITY OF YUBA CITY



JUNE 27, 2026 TO JUNE 30, 2028

TABLE OF CONTENTS

Preamble.....	4
Article 1. – Recognition	4
Article 2. – Management Rights	4
Article 3. – Union Rights	5
Article 4. – Wages	5
4.1 Salary Schedule.....	5
4.2 Merit Increases	5
4.3 Salary Increases	6
4.4 Salary Surveys.....	6
4.5 Reopener	6
4.6 Deferred Compensation	7
Article 5. – Overtime.....	7
Article 6. – Compensatory Time Off (CTO).....	7
Article 7. – Uniforms.....	7
7.1 Uniforms	7
7.2 Tool Allowance	7
Article 8. – Holidays.....	7
8.1 Recognized Holidays	7
8.2 Compensation for Holiday Work.....	8
8.3 Treatment Plant Employees Recognized Holiday Falls on Day Off	9
8.4 Animal Control Officers Recognized Holiday Falls on Day Off.....	9
8.5 Floating Holidays	9
Article 9. – Employee Benefit Plans.....	9
9.1 Health Plans.....	9
9.2 Medical-in-lieu	10
9.3 Dental and Vision Plans	10
9.4 Life Insurance	11
9.5 Employee Assistance Program (EAP).....	11
9.6 Flexible Spending Account	11
9.7 Dependent Care Spending Plan.....	11
9.8 Short Term Disability	11

Article 10. – Vacation Accrual	11
10.1 Vacation Accrual	11
10.2 Vacation Sell-Back	12
Article 11. – Public Employees’ Retirement System (CalPERS)	12
11.1 New Member	12
11.2 Classic Member Retirement Formulas	13
11.3 “New Member” Retirement Formulas	13
11.4 Optional Benefits	13
Article 12. – Tuition Reimbursement	14
Article 13. – Incentives	14
13.1 Bilingual Pay	14
Article 14. – Callback and Stand-by	14
14.1 Standby Pay	14
14.2 Callback Pay	14
14.3 Vehicles	14
14.4 Public Works Stand-by	15
14.5 Animal Services Stand-by	16
14.6 Parks Division Stand-by	17
Article 15. – Animal Control Officers Work Schedules and Related Issues	18
15.1 Shift Assignments Determined By City	18
15.2 Shift Schedules	18
15.3 Shift Assignment	19
15.4 Maximum Hours	19
15.5 Schedule Changes	19
15.6 Shift Rotation	19
15.7 Shift Trades	20
15.8 Vacation Requests	20
Article 16. – Required Certifications	20
Article 17. – Certificate Pay	20
Article 18. – Shift Differential	21
Article 19. – Treatment Plant Work Schedules and Related Issues	21
19.1 Applicability	21

19.2	Treatment Plant Coverage	21
19.3	Shift Assignment.....	22
19.4	Maximum Hours	22
19.5	Workweek Split.....	22
19.6	Schedule Changes.....	23
19.7	Shift Rotation	23
19.8	Operator Shift Trades	23
19.9	Vacation Requests.....	24
19.10	Reporting and Allocation of Leave Hours.....	24
19.11	Operation Certification	24
19.12	Certification Support.....	25
19.13	Certificate Testing.....	25
19.14	Certificate Re-testing	25
19.15	Certificate Retention Review Classes	25
19.16	Training on the Job Mandatory Training	26
Article 20.	– Catastrophic Leave	27
Article 21.	– Counseling Memos	27
Article 22.	– Substance Abuse Policy	27
Article 23.	– Discipline Procedure	27
Article 24.	– Grievance Procedure.....	30
Article 25.	– Term of Agreement	31
Appendix “A”	Recognition	33
Appendix “B”	Alcohol and Drug Abuse Policy.....	35
Appendix “C”	Catastrophic Illness and Injury Donation Plan.....	58
Appendix “D”	Uniform Calculations	60

Preamble

This agreement between the City of Yuba City (City) and the Miscellaneous Employee Unit / Public Employees' Union, Local 1 (Local 1), has as its purpose the promotion of harmonious labor relations between the City and Local 1 and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1. – Recognition

The City recognizes Local 1 as the exclusive representative for full-time and regular part-time employees in the classifications in Appendix “A” Recognition as amended.

Article 2. – Management Rights

After discussion and due consideration, it is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to: The exclusive right to determine the mission of its constituent departments, commissions, boards; set standards of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City Council on its own behalf and on behalf of the City, hereby retains and reserves unto itself all rights, power, authority, duty, responsibility, and obligations confirmed on and vested in it by the laws and Constitution of the State of California and the United States of America.

Neither party is waiving their right to bargain or meet or confer over these issues, pursuant to the MMBA and all governing and relevant laws.

Article 3. – Union Rights

Local 1 shall be granted up to 160 (non-cumulative from year-to-year) hours of leave per calendar year to conduct Local 1 business and attend training sessions related to employee relations. All hours shall be counted except for time spent actually attending meetings with the City. Local 1 leave is subject to the same accountability standards as are other leaves taken by City employees. In order to utilize Local 1 leave, prior notice must be given to the immediate supervisor and Director of Human Resources as follows:

- a. Such release time to attend training conferences shall, whenever possible, be made two (2) weeks in advance of such conference or seminar;
- b. Such release time to conduct Local 1 business shall, whenever possible, be made one (1) shift in advance;
- c. Such release time to attend a grievance meeting or disciplinary conference (i.e., Skelly) called by management (not assessed against Local 1 business leave) shall be made as soon as possible upon learning of said meeting.

The representative or designee should provide notice to their immediate supervisor or, in the absence of said supervisor, to the Department Head. Despite the granting of release time, employees are expected to, on an overall basis, complete their work.

The City shall provide notice to Local 1 regarding changes in job classifications or policies that fall within the scope of representation under the MMBA. Local 1 shall have fifteen (15) days to request a meet and confer.

Article 4. – Wages

4.1 Salary Schedule

Employees hired before June 5, 2018, are on the five (5) step salary schedule. Employees hired after June 4, 2018, are on the nine (9) step salary schedule.

4.2 Merit Increases

Merit salary increases are not automatic. They are based on performance as judged by the department. Department Heads may approve increases only for those employees who have demonstrated appropriate standards of work performance. Merit increases may be recommended to the next highest step in the salary range for the classification. Department Heads may recommend an additional merit step increase based on exceptional performance by an employee. This action must be approved in advance by the City Manager. When a merit increase is denied the employee may appeal such decision through their chain of command up to the Department Head, the appointing authority's decision is final.

4.3 Salary Increases

a. Total Compensation Surveys

The City shall conduct Total Compensation Surveys during the term of the MOU for all Enterprise Fund occupational groupings and for four (4) non-Enterprise Fund occupational groupings. The City will implement equity adjustments to bring the total compensation of classes within the occupational groupings to within 95% of the market average. If any required equity adjustment is greater than five percent (5%), the adjustment shall be split in half with one-half of the increase applied on the equity adjustment effective date, and the remaining one-half of the increase applied effective with the first day of the pay period six months (13 pay periods) later.

The occupational groupings to be surveyed shall be selected and scheduled by the Union. The survey schedule and equity adjustment effective dates are as follows:

<u># Occupational Groupings</u>	<u>Survey Conducted</u>	<u>Equity Adj. Effective Date</u>
3 Enterprise Fund 2 Non-Enterprise Fund	November 2026	December 26, 2026
2 Enterprise Fund 1 Non-Enterprise Fund	May 2027	June 26, 2027
2 Enterprise Fund 1 Non-Enterprise Fund	November 2027	December 25, 2027

b. Paid Time Off

Employees shall receive sixteen (16) hours of paid time off to be used in any hour increments during FY2026/27 only. This paid time off shall have no cash value, and is forfeited if not used by June 30, 2027. New employees hired after July 1, 2026 shall receive a pro-rated amount of paid time off in proportion to the number of pay periods remaining in the fiscal year. The use of paid time off shall be in accordance with the City's leave request and approval rules.

4.4 Salary Surveys

The City and the Union shall form a joint labor-management committee no later than September 30, 2026 to develop total compensation survey methodology, agree on comparable agencies to be surveyed, and identify the key classes to be surveyed.

4.5 Reopener

The parties agree to reopen negotiations in January 2027. Discussions will be limited to adding non-Enterprise Fund occupational groupings for the Total Compensation Surveys to be conducted pursuant to Section 4.3 of this agreement, and the Thanksgiving week holiday.

4.6 Deferred Compensation

Employees receive ten dollars (\$10.00) per pay period into their deferred compensation account.

Article 5. – Overtime

Employees required to work in excess of forty (40) hours in the work period receive overtime at time-and-a-half an employee's regular rate of pay. All paid time counts as hours worked towards the calculation of overtime.

Article 6.– Compensatory Time Off (CTO)

Employees may accrue a maximum of eighty (80) hours of Compensatory Time Off (CTO). Employees may not cash out CTO. Upon separation, CTO will be paid out at the employee's current regular rate of pay or the average regular rate of pay for the last three (3) years, whichever is greater.

Article 7. – Uniforms

7.1 Uniforms

The City reports non-safety uniform expenditures as "special compensation," for classic members pursuant to CalPERS regulations in an amount not to exceed \$25.00.

7.2 Tool Allowance

Effective Fiscal Year 2024/2025, Fleet Maintenance Mechanics are eligible to receive a tool allowance of nine hundred dollars (\$900) payable each fiscal year upon the completion of their initial probationary period. For FY24/25, the tool allowance will be paid the first full pay period in October. When an employee completes the initial probationary period during a fiscal year, the annual amount will be prorated accordingly. Starting Fiscal Year 2025/2026, the tool allowance is paid annually on the second full pay period in July.

Article 8. – Holidays

8.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. The City recognizes the following holidays:

- a. New Year's Day (the first day of January)
- b. Martin Luther King Day (the third Monday in January)
- c. Washington's Birthday (the third Monday in February)
- d. Memorial Day (the last Monday in May)

- e. Independence Day (the fourth day of July)
- f. Labor Day (the first Monday in September)
- g. Veterans Day (observed on the day established by the Yuba City Unified School District)
- h. The week of Thanksgiving Day
- i. December 25th
- j. Eight (8) hours of holiday time are to be used on either December 24th or New Year's Eve, or a combination of both days as approved by the department head.

Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

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

Whenever a holiday falls on a Sunday, the following Monday is observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Employees are entitled to a holiday with pay only if (1) the employee would have been regularly scheduled to work and (2) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

Employees on alternate work schedules who wish to be paid for their full normal shift on a paid holiday may either:

- a. Use accrued vacation or CTO hours to supplement the 8-hours of holiday pay; or
- b. Flex their schedules and work additional hours on another day in the same FLSA workweek to cover the difference between their scheduled day and the 8-hours of holiday pay.

8.2 Compensation for Holiday Work

- a. Employees required to work on paid holidays will receive overtime for any work during the holiday in addition to their straight-time rate of pay.
- b. If a holiday falls on a Sunday, and Monday is designated by the City as the City holiday, compensation for holiday work is allowed for work performed on only Monday. If a holiday falls on a Saturday, and Friday is designated by the City as

the City holiday, compensation for holiday work is allowed for work performed on only Friday,

- c. The treatment plants will be staffed during holidays, on-shift staff will receive a minimum of eight (8) hours of holiday overtime pay for hours worked on the holiday. Holidays will begin at 12:00:00 am and end at 11:59:59 pm. If the Operator schedule is such that the same night Operator works the day prior to the holiday and the actual holiday, the maximum hours allowed for payment of holiday overtime pay for that Operator is twelve (12) hours. If different night Operators are scheduled to work the day prior to the holiday and the actual holiday, each Operator is entitled to eight (8) hours of holiday overtime pay even though the actual hours worked on the holiday is less.

8.3 Treatment Plant Employees Recognized Holiday Falls on Day Off

5/8, 9/80, and 4/10 Shift Employees – If a holiday falls on an employee's scheduled day off, either the day before or the day after the scheduled day off will be the employee's holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

12-Hour Shift Employees (Operators) – If a holiday falls on an operator's scheduled day off, another day within the current bi-weekly work schedule is designated as the Operator's holiday. If the operator is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

8.4 Animal Control Officers Recognized Holiday Falls on Day Off

8-hour shift employees – If a holiday falls on an employee's scheduled day off, either the day before or the day after the scheduled day off will be the employee's holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

10-hour shift employees – If a holiday falls on an employee's scheduled day off, another day within the current bi-weekly work schedule will be designated as the employee's holiday. If the employee is required to work this day, they will receive holiday overtime pay for the actual hours worked on their holiday.

8.5 Floating Holidays

Effective July 1, 2024, employees receive one (1) floating holiday annually on July 1. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year. Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rules.

Article 9.– Employee Benefit Plans

9.1 Health Plans

The City pays 80% of the premium for the lowest-cost health plan available to this unit.

For the 2027 calendar year, the employee contributions to medical insurance coverage shall remain the same as the contribution rates in effect for the 2026 calendar year. For subsequent years, the City shall revert to paying 80% of the premium for the lowest-cost health plan available to this unit.

9.2 Medical-in-lieu

Cash-in-Lieu payments are available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse's employer be as follows:

- a. Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee-only coverage, or from employee plus one to employee-only coverage, are entitled to the Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest-cost health plan.
- b. The employee making the election above, receives the difference between the Cash-in-Lieu benefit they would have been entitled had they waived coverage at their present coverage level and the Cash-in-Lieu benefit for the lower level elected.
- c. Cash-in-Lieu for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer is based on the below percentages of the current lowest-cost health plan:

Employee only:	25%
Employee plus one dependent:	25%
Family coverage:	30%

- d. For the 2027 plan year, the Cash-in-Lieu payments for employees shall remain the same as the Cash-in-Lieu payments in effect for the 2026 plan year.

9.3 Dental and Vision Plans

The City pays 90% of the dental and vision premiums for covered employees. The employee is responsible for the remaining 10% of the dental and vision plan premiums. Employees are not required to enroll in the City's dental or vision plan.

The dental and vision benefits are as follows: the annual deductible is \$25.00 (individual) and \$75.00 (family), the calendar year maximum benefit is \$2,000, coverage for basic services is 90%, coverage for major services is 60%, and the vision plan benefit maximum is \$800.00 in a 24-month period.

9.4 Life Insurance

The City provides employees with a \$20,000 life insurance policy. Dependent life insurance is available to employees at their expense.

9.5 Employee Assistance Program (EAP)

The EAP is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being. The EAP provides free and confidential assessments, short-term counseling, referrals, and follow-up services for employees and their household members. For details about the EAP program, please see the Human Resources Department.

9.6 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

9.7 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

9.8 Short Term Disability

Employees are eligible for short term disability insurance through the CA State Disability Insurance (SDI) program. The City withholds the required SDI contributions from the wages of all employees. For employees receiving benefits under either a short or long-term disability insurance program, the employees may elect to use their accrued leave to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee's typical paycheck based on working regularly-scheduled hours. Employees who wish to use accrued leave are required to notify Human Resources within five (5) business days of receipt of disability benefits to communicate the leave banks to be used and report the amount of SDI benefits received so that the City can determine the number of hours to be used. In the event of an inadvertent overpayment, the employee will be notified and must make immediate arrangements with Finance to repay the overpayment.

Article 10. – Vacation Accrual

10.1 Vacation Accrual

Employees accrue vacation as follows:

Years of City Service: Bi-Weekly Rate:

0 - Completion of 4 years	4.0 hours
5 - Completion of 10 years	5.5 hours
11 - Completion of 15 years	6.5 hours
16 or more years	7.1 hours

10.2 Vacation Sell-Back

- a. Employees may make an irrevocable decision to sell-back up to forty (40) hours of vacation annually during the month of November, for the succeeding calendar year.
- b. Employees must have accrued and maintain a minimum of forty (40) hours of vacation leave in order to exercise the voluntary option to sell-back.
- c. Employees that opt to sell-back a portion of their vacation accrual can elect to be paid at any time during the following calendar year, after they have accrued the vacation leave. Payments will be made in the first full pay period of the month of the selected and subject to all applicable payroll taxes and withholding.
- d. While an employee is electing to sell back vacation in November, the employee will only be taxed upon actual paid receipt of the credits elected.

10.3 New Employees

New employees will be credited with vacation leave beginning with the first pay period as outlined in the City's Rules, and shall be eligible to use available vacation leave with pay without regard to their status as a probationary employee.

Article 11. – Public Employees' Retirement System (CalPERS)

Employees shall receive retirement benefits from the California Public Employees' Retirement System (CalPERS).

The use of the terms "classic member" and "new member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA) but are generally as described below.

11.1 New Member

A new member is:

- a. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or

- b. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- c. An individual who established prior membership in a retirement system and, after a break in service of more than six months, returns to active membership in that system with a new employer.

11.2 Classic Member Retirement Formulas

- a. Employees hired before August 2, 1991, receive the 2.7% at 55 miscellaneous CalPERS formula with the one-year final average compensation period. These members pay 100% of the employee's eight percent (8%) member contribution on a pre-tax basis.
- b. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three years final average compensation period. These members pay 100% of the employee's eight percent (8%) member contribution on a pre-tax basis.
- c. Employees hired after June 30, 2012, who are not classified as new members shall receive the 2% at 55 miscellaneous CalPERS formula with the three-year final average compensation period. These members pay 100% of the employee's seven percent (7%) member contribution on a pre-tax basis.

11.3 "New Member" Retirement Formulas

Employees hired after December 31, 2012, who are classified as new members shall receive the 2% at 62 miscellaneous CalPERS formula with the three-year final average compensation period. These employees pay one-half the total normal cost as determined annually by CalPERS on a pre-tax basis.

11.4 Optional Benefits

All retirement plans have the following optional CalPERS retirement benefits:

- Non-Industrial Disability Improved
- Optional Settlement 2
- 1959 Survivor Benefit Level Indexed
- Post-Retirement Death Benefits \$500 lump sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

Article 12. – Tuition Reimbursement

Employees may receive up to five thousand one hundred and fifty dollars (\$5,150) per calendar year for tuition reimbursement, registration fees, mandated educationally related materials, fees, and supplies subject to the Rules.

Qualifying programs and expenses for which tuition reimbursement may be granted include state-approved classes and testing fees for licenses and certificates that will assist an employee in promoting into a new career field within City service. Examples of qualifying licenses and certificates include a Code Enforcement Officer Certificate issued by the California Association of Code Enforcement Officers, Grade I Water Treatment Plant Operator Certificate issued by the State Water Resources Control Board, Building Inspector's Certification issued by the International Code Council (ICC), etc.

Article 13. – Incentives

13.1 Bilingual Pay

Employees in classifications identified in Appendix "H" Bilingual who are proficient in speaking a foreign language will receive Bilingual Pay in the amount of two and a quarter percent (2.25%) of their base rate of pay. The method of certifying proficiency, and the languages compensated is determined by the City.

Article 14. – Callback and Stand-by

14.1 Standby Pay

Standby pay is \$3.25 per hour for all standby hours occurring between the end of the shift and the beginning of the next regular shift.

14.2 Callback Pay

Employees called back to work will receive a minimum of two (2) hours at time-and-one-half the employee's regular rate of pay. Multiple callouts within the two (2) hour minimum period are not separately compensable. Callback pay begins when the employee leaves their location to respond to the call and ends when the employee is finished working or when they return to their residence when assigned a City vehicle, whichever is later.

14.3 Vehicles

Stand-by employees are provided designated take-home vehicles for the purpose of responding to call-outs. Take-home vehicles may not be driven for any purpose other than driving to and from service calls and traveling to and from work.

Employees required to use their personal vehicle while on stand-by receive the current IRS mileage rate for personal vehicle mileage while responding to callouts. Personal vehicle usage must have pre-approval of insurance coverage in accordance with the City's policy.

14.4 Public Works Stand-by

Public Works employees on stand-by assignments for after-hours and weekends/holidays for a seven-day period.

a. Stand-by Assignment

There are three (3) types of stand-by: General, Electrical, and Water Distribution.

An employee on General Stand-by is responsible for after-hours calls except for Water Distribution and Electrical specialty calls.

An employee on Water Distribution Stand-by is the designated shift operator for the water distribution system and must respond to water distribution calls.

An employee on Electrical Stand-by is responsible for the City's electrical infrastructure, including, but not limited to, traffic signals, streetlights, City facilities, the Water Treatment Plant, and the Wastewater Treatment Facility, and must respond to electrical calls.

The Water Distribution and/or Electrical stand-by employee may be utilized for general calls for service if one (1) or two (2) additional employees are required by the employee on General stand-by. If further staffing is needed beyond the three (3) employees on stand-by, then any available employees may be ordered to respond.

b. Stand-by Rotation

A rotation stand-by list will be created and posted two times per year (December and June). Employees are allowed to trade stand-by weeks or individual days within stand-by weeks to stand-by-eligible employees with written notice to their supervisor for approval at least two (2) days in advance of their scheduled stand-by.

c. Eligibility for General Stand-by

Employees must have a minimum of one (1) year experience as a City Public Works Maintenance Worker I and have successfully completed their initial probationary period.

Employees must have a minimum of a Class A California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to respond to any call for service while on stand-by effectively.

d. Eligibility for Electrical Stand-by

Employees must have a minimum of a Class C California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to respond to any call for service effectively.

e. Eligibility for Water Distribution Stand-by

Employees must have a valid California Water Distribution D-3 or higher certification and have successfully completed their initial probationary period.

Employees must have a minimum of a Class A California driver's license.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for.

f. Assignment Period

Stand-by periods are one (1) week beginning on Thursday at the conclusion of the workday and continuing to the following Thursday at the conclusion of the workday.

g. Assignment Limits

Employees are limited to two (2) weeks stand-by at a time in a row. Employees may only participate in one (1) of the three (3) stand-by categories: General, Electrical, or Water Distribution. Should the employee cover both their specialty stand-by and any other stand-by simultaneously, they will not collect any additional pay.

h. Stand-by Coverage

The employee is responsible for finding a qualified substitute when necessary due to illness or a family emergency. When a substitute is found, the employee must notify a supervisor and police dispatch.

Stand-by is typically filled on a voluntary basis. If no qualified employee volunteers to cover stand-by, the Department Head or designee will assign a qualified employee. First will be qualified personnel who have not worked stand-by in the previous six (6) months, starting with the least senior staff to the most senior staff. The remaining slots will then be filled by seniority, starting with the least senior qualified staff until all the slots are filled.

14.5 Animal Services Stand-by

a. Stand-by Rotation

Employees are assigned stand-by for after-hours, weekends, and holidays for a seven-day period. A rotation stand-by list will be created and posted each month. Employees

will be allowed to trade stand-by weeks with at least two (2) days advance notice of their scheduled stand-by assignments. Specific days during the stand-by week may be traded and can be accommodated if there is a stand-by eligible employee available to cover the day(s). The Animal Services Manager must approve any trading of stand-by assignments prior to switching between employees.

b. Remote Pay

If an animal control officer is called for service and they resolve the call by 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 pay or for the actual time whichever is greater.

c. Eligibility for Stand-by

Employees must have successfully passed their field training and are an Animal Services Officer.

Employees must have a current Class C California Driver's License.

Employees must head towards the Sutter Animal Services within thirty (30) minutes of being called back to work.

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for service.

d. Assignment Period

Stand-by time is rotated on a monthly basis with the exception of the responsible employee having relief from the assignment on their weekly and routine days off. Employees are responsible for finding a qualified substitute when necessary due to illness or family emergency. When a substitute is found, the employee must notify a supervisor, police dispatch, and sheriff's dispatch. Stand-by is filled on a mandatory basis due to the nature of Animal Services.

14.6 Parks Division Stand-by

a. Stand-by Rotation

Employees are assigned stand-by for after-hours, weekends, and holidays for a fourteen-day period.

Employees bid for stand-by weeks annually in November based on seniority for the following calendar year. The bid designates the qualifications required to bid for specific weeks. Employees must bid for two-week blocks, one (1) at a time, until all 52 weeks are filled. Any weeks unfilled on December 15th will be assigned at the discretion of the supervisor.

Once the stand-by calendar is posted for the following year, employees may trade or give away their weeks with the written approval of their supervisor.

b. Eligibility for Stand-by

Employees must have a minimum of a year of experience as a City Parks Maintenance Worker.

Employees must possess a current Class B California Driver's License, possess a current Certified Pool Operator from the National Swimming Pool Foundation, and be trained by a Qualified Operator in the operation of the Parks Aerial Truck.

Employees must head towards the Corporation Yard within thirty (30) minutes of being called back to work.

Employees must refrain from the use of alcohol, medications, or substances that may interfere with their ability to effectively respond to any call for service.

14.7 Court Pay Animal Services

Court time is defined as that period when an employee is required to appear in court as part of the performance of their normal duties on a day when the employee would not otherwise be scheduled to work. Court time is compensated for only when the employee is required to appear in court in connection with their duties at a time when they are not otherwise scheduled to be working. An employee is not granted court time during the same period that callback time is compensable. Employees receive a minimum of two (2) hours of pay at time and a half of their regular rate of pay or the actual amount of time that the employee is required to appear in court, whichever is greater.

Article 15.– Animal Control Officers Work Schedules and Related Issues

This Article applies to Animal Control Officers.

15.1 Shift Assignments Determined By City

The City retains the management authority and responsibility to ensure proper staffing and operation of the Animal Services facility at the level of service the City deems appropriate. Employees agree to assist and cooperate with facility management/supervision to fulfill this obligation and provide high-quality service to the public.

15.2 Shift Schedules

Absent a negotiated change or City-approved alternative work schedule, the typical work schedule for employees will either be:

- a. Five 8-hour workdays per workweek (totaling 10 workdays in a two-week period.) Hours and days are fixed by schedule but subject to change; or,

- b. Four 10-hour workdays per workweek (totaling 8 workdays in a two-week period.) Hours and days are fixed by schedule but are subject to change.

15.3 Shift Assignment

The City retains complete discretion to determine the most efficient and cost-effective means to manage and deploy its workforce. No employee has an entitlement to any particular shift assignment for any particular length of time.

15.4 Maximum Hours

Absent a declaration of emergency, employees will not be scheduled in advance to work more than 10 hours in a 24-hour period, nor required to work more the 16 hours straight in mandatory overtime circumstances. Employees on standby shall not actually work (as opposed to being on standby time) more than 16 consecutive hours.

Except as otherwise designated under a City-approved alternative work arrangement, the 7-day work week for employees covered under this MOU begins at 0001 Saturday and ends at 2400 the following Friday.

15.5 Schedule Changes

- a. So that employees may plan for their shifts, the City agrees to post tentative shift schedules approximately two to three weeks in advance of the shift schedule to be worked. However, to obtain needed coverage, accommodate leaves of absence, and minimize overtime expenses, management retains the discretion to reassign employees to alternative shifts or hours (other than those designated on the tentative schedule).
- b. Employees who are not provided at least seven (7) calendar days advance notice of a shift reassignment shall be paid an additional four (4) hours at the overtime premium rate (time and one half) in the first altered work week. This additional 4-hour premium payment shall be paid on top of any hours actually worked (straight time and overtime) during that work week. Mandatory or permitted overtime hours (whether holdover or as worked on days typically scheduled as non-working days), where the employee's underlying shift schedule does not change, do not constitute a shift reassignment for purposes of this section.
- c. If an employee is requested to work an extra full shift in a work week, they have the option of: (1) receiving overtime premium pay for the extra shift or (2) requesting an alternative day off during the same workweek prior to the day the work week concludes (management retains the authority to approve or deny such requests based on operational need and to avoid incurring overtime.)

15.6 Shift Rotation

The primary shift assignments will be reviewed every eight (8) pay periods (roughly every four months). New eight (8) pay period schedules created by management will focus on

and address operational needs but will give consideration to stated employee wishes. Some shift assignments may remain fixed while others rotate.

15.7 Shift Trades

Employees will be permitted to trade their regular day(s) off with another employee's assigned shift(s) with their supervisors advance written approval, taking into account other staffing and operational circumstances. However, no shift trades will be approved that result in an overtime liability to the City. When a shift trade is requested by employees, the City's "advance notice" obligation described above does not apply. Shift trades shall be requested on a designated form created by the City.

15.8 Vacation Requests

- a. Vacation requests of forty (40) hours or more must be submitted in writing to the Animal Services Manager at least 1 month in advance of the time off being requested to minimize impact on operations. Submission of a request does not mean it will be granted. The City reserves the management right and discretion to approve or reject such requests based on factors such as operational needs, overtime costs, and impacts on other employees.
- b. To ensure adequate staffing and reduce overtime, absent extenuating circumstances, requests for less than forty (40) hours must be similarly made in writing at least two weeks (14 days) in advance of the requested time off.
- c. Response to Vacation requests: requests for forty (40) or more hours of vacation shall be approved or denied within five (5) calendar days from the date the request was submitted. Vacation requests of less than forty (40) hours will be approved or denied within two working days from the date and time on which the request was made.
- d. Requests to apply vacation leave to an absence requested due to unforeseen circumstances may be granted by the immediate supervisor with less than twenty-four (24) notice. Such requests, however, are acknowledged to be particularly disruptive to operations and scheduling and should be the rare exception.

Article 16. – Required Certifications

The City pays for all costs for certificates required by the State of California, the City of Yuba City, or any governmental agency required as a condition of employment. Required certifications are listed in the applicable job description.

Article 17. – Certificate Pay

Employees in the Parks Division or in the Utilities Treatment Plant Maintenance Worker classifications who possess a Qualified Pesticide Applicator's Certificate receive an Applicator's Differential of one and a half percent (1.5%) of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the Community Services Department who possess a Certified Playground Safety Inspector (CPSI) Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

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

Article 18. – Shift Differential

A shift differential of five percent (5%) of their base rate of pay shall be paid to water plant operators who are assigned to work from 7:00 p.m. to 7:00 a.m. Operators who utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.) shall not be paid shift differential while on such leave.

A shift differential of five percent (5%) of their base rate of pay shall be paid to wastewater plant operators who are assigned to work from 6:00 p.m. to 6:00 a.m. Operators who utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.) shall not be paid shift differential while on such leave.

In the event plant operators are reassigned so that staffing is reduced to less than 24-hour continuous coverage, the City has the sole option to terminate payment of shift differential.

The City specifically retains its' management rights to determine the method of staffing plant operations as more fully detailed in Rule § 3.03(B). Should the City intend to implement this option, the City will give Local 1 30 days advance written notice during which time Local 1 may request to meet and confer.

Article 19. – Treatment Plant Work Schedules and Related Issues

19.1 Applicability

This Article applies to Water Treatment Plant and Wastewater Treatment Plant employees who are regularly and permanently assigned to the Treatment Plants.

19.2 Treatment Plant Coverage

- a. The City retains the authority and responsibility to ensure proper staffing and operation of the City's treatment plant facilities. Notwithstanding this primary obligation, operators agree to assist and cooperate with facility management/supervision to fulfill this obligation and to work collaboratively toward providing a high standard of service to the general public.

- b. If an operator is unable to work their shift, it is the responsibility of the on-shift operator to operate the Plant until a relief operator arrives. The on-shift operator shall notify their supervisor of the situation and will assist in finding a relief operator. If an off-shift operator is contacted, they will respond to relieve the on-shift operator and cover the shift if feasible.

- c. Shift Schedules

The eighty (80) hour biweekly work schedule for employees/operators/relief operators will either be:

- (i) Ten (10) eight (8) hour workdays in a two week period (Hours and days are fixed by schedule, but subject to change.); or,
- (ii) Six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a two-week period. There will be two twelve (12) hour shifts, (1) from 7:00 a.m. to 7:00 p.m. and (2) from 7:00 p.m. to 7:00 a.m. for water plant operators. Six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a two-week period. There will be two twelve (12) hour shifts, (1) from 6:00 a.m. to 6:00 p.m. and (2) 6:00 p.m. to 6:00 a.m. for wastewater plant operators.
- (iii) Staff assigned to the plants that do not work modified schedule may be eligible to participate in alternative work scheduled as per City policy.
- (iv) The work schedule for the laboratory analysts is ten (10) eight (8) hour workdays with the following schedules: Monday – Friday, Tuesday – Saturday, and Sunday – Thursday with the working hours of 0700 – 1530. (Holidays are observed as stated in Article 8)

19.3 Shift Assignment

The City retains complete discretion to determine the most efficient and cost-effective means to operate the treatment plant facilities. Operators have no entitlement to any particular shift assignment or right to retain their assignment to any particular shift.

19.4 Maximum Hours

Operators will not be scheduled to work more than 12 hours in a 24-hour period, nor will operators be required to work more than 16 hours straight in a 24-hour period. Operators will have a minimum of eight hours off between scheduled shifts.

19.5 Workweek Split

- a. Water Treatment Plant – Workweek begins at 0001 Saturday and ends at 2400 the following Friday.
- b. Wastewater Treatment Plant – Workweek begins at 0001 Saturday and ends at 2400 the following Friday.

19.6 Schedule Changes

- a. So that Operators may plan for their shifts, the City agrees to post tentative shift schedules approximately two (2) weeks in advance of the shift/hours to be worked. However, to accommodate leaves of absences and to minimize overtime expenses, operators may be reassigned to alternative shifts (other than those designated on the tentative schedule) with a minimum of two (2) week (14 days) advance notice of the time to be worked.
- b. Operators who are not provided with the advance notice required, shall retain their assigned shift day(s)/hour(s) and be paid at the overtime rate for any additional hours worked for which minimum required notice was not provided.
- c. Operators and relief operators that work consecutive days/shifts in addition to their normal schedule, fourth day for three (3) day weeks, fifth day for four days weeks (12-hour shifts) and the sixth day for five (5) day weeks, (8-hour shifts) shall be compensated at time and a half until their next normally scheduled shift (unless otherwise required by the FLSA).
- d. If an operator is requested to work an extra shift, the operator has the option of: (1) receiving overtime for that extra shift; or (2) taking an additional day off during that same workweek prior to the day on which the operator's workweek concludes.

19.7 Shift Rotation

The primary shift assignments of all operators will be reviewed every three (3) months. New three (3) month schedules created by management will focus on and address operational needs, but with consideration of the stated desires will be based upon simple majority approval of the affected operators. Some shift assignments may remain fixed, while other shift assignments may rotate.

19.8 Operator Shift Trades

Employees must submit to their supervisor shift trade requests twenty-eight (28) days in advance using the City designated form. Shift trades shall be evaluated based on staffing and operational need, may not result in overtime, and must be completed during the workweek. The supervisor or manager in the absence of the supervisor shall approve or deny the request within five (5) days of receipt. If the employee wishes to appeal the supervisor's denial to their mid-manager, they must do so within three (3) days. The mid-manager or department head in the absence of the mid-manager shall approve or deny the request within five (5) days of receipt. If the employee wishes to appeal the mid-manager's denial to their department head, they must do so within three (3) days. The department head or designee shall approve or deny the request within five (5) days of receipt. The department head's decision shall be final.

Employees will be permitted to trade their regular days(s) off with another employee's assigned shifts(s) with their supervisors advance written approval, taking into account other staffing and operational circumstances. However, no trades will be approved that

result in an overtime liability to the City. On a case by case basis the supervisor may approve requests with less than twenty-eight (28) days' notice. Trades shall be requested on the designated City form.

19.9 Vacation Requests

- a. Operators must submit vacation off requests for forty (40) hours or more at least one month in advance to minimize impact on treatment plant operations. Submission of a vacation request does not guarantee that the request will be granted.
- b. To ensure proper staffing and to minimize overtime, vacation off requests for less than forty (40) hours, must be made at least two (2) weeks (14 days) in advance of the requested time off.
- c. Response to Vacation Requests: Requests for forty (40) hours or more shall be approved or denied within five (5) calendar days, from the date on which the request was made. Vacation requests of less than forty (40) hours will be approved or denied within forty-eight (48) hours, from the date/time on which the request was made.
- d. Vacation requests made due to unforeseen circumstances may be granted by the immediate supervisor with less than 24-hour notice, on an exception basis.

19.10 Reporting and Allocation of Leave Hours

- a. Water and Wastewater Treatment Plant Operators will report used leave accruals according to the date on which their shift would have started.
- b. An operator who is absent from work due to sickness or vacation will use leave accruals in proportion to their assigned shift and according to scheduled hours for each day they are absent. The sole exception is Wastewater Treatment Plant Operators who are assigned to a graveyard shift, who may use an additional four (4) hours of leave accruals when absent from work due to sickness or vacation on their 8-hour day, for a total of 12-hours of paid leave. The use of the additional four (4) hours of leave accruals is at the discretion of the employee. Notwithstanding Article 5 "Overtime," the use of the additional four (4) hours of leave accruals will not be considered hours worked and will be paid at the straight time rate. The additional four (4) hours is not considered reportable compensation to CalPERS.

19.11 Operation Certification

- a. Certification Requirements to operate the treatment facilities independently:
 - 1. WTP - Grade III Water Treatment Certificate.
 - 2. WRP - Grade III Wastewater Certificate.

19.12 Certification Support

- a. The City will purchase and make available books and other training material related to state certification requirements. Operators will utilize these materials to stay current of developments pertaining to water and wastewater treatment.
- b. Supervision will assist with and coordinate the completion of forms, applications, etc. required to secure and maintain required certification.
- c. Supervision will maintain personnel/training files for operators to record applications, certifications and documents related to required certification, training and required continuing education.

19.13 Certificate Testing

- a. Test application fees will be paid for by the City, up to three times for each certificate required for the position held by the operator. Additionally, the City will pay for the certification fee for each level of certification obtained by the operator.
- b. Subject to maintaining treatment plant operations priorities, operators will be allowed to study and prepare for certification classes and testing. The City will allow the operator time off on City paid time to take the certification test, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.
- c. The City is not responsible for appealing decisions by the Office of Operator Certification; the operator is responsible for filing and pursuing appeals related to their certification and will be permitted to pursue such appeal on City paid time, but under no circumstance will the City pay for overtime to provide for or as a result of these activities.

19.14 Certificate Re-testing

- a. Operators are expected to re-test when successive test dates are scheduled, if they fail to pass a certification test.
- b. Operators will be allowed City paid release time for test review, if the operator failed a test and the oversight agency provides for such review/appeal.
- c. Operators must continue re-testing, unless a waiver is received for good cause from the Department Director. An operator who fails to continue re-testing or fails to retain their certification may be subject to discipline.

19.15 Certificate Retention Review Classes

- a. Certification review classes attended by operators must be held in the local region, typically within northern California.

- b. The treatment plant supervisor will coordinate scheduling of certification review classes and determine the number of operators who can be released for each review class. Treatment plant coverage must be maintained at all times and will be given priority consideration. Operators will be scheduled for review classes as far in advance as possible.
- c. If review classes require overnight lodging, the City will pay for such lodging and meal expenses in accordance with City policy.
- d. Under no circumstance will the City pay an operator overtime to attend review classes.
- e. When available a City vehicle will be provided; if not available, the operator will be reimbursed in accordance with City mileage rate for use of their personal vehicle.
- f. Operators swing, graveyard or weekend shifts will utilize shift trading to secure rest time in advance of review classes and will have their shift temporarily changed to a Monday through Friday day shift schedule during the week of review classes and certification testing. An operator may choose to use vacation to secure rest time instead of trading shifts, subject to adequate coverage for plant operations. If overtime is required to back-fill the vacation request, vacation time shall be limited to two days.
- g. The City will pay for up to two (2) certification review classes and two test application fees to obtain each higher level of certification than is required for the City's treatment facilities by the regulatory agency.

Continuing Education Units: As required by applicable oversight agency, these will be funded by the City.

19.16 Training on the Job Mandatory Training

- a. When feasible, the City will schedule mandatory staff training meetings, so they coincide within the last few hours of the graveyard shift (i.e. 5:00 AM to 7:00 AM); or,
- b. As an alternative, when the subject matter and presenters allow, the City may schedule multiple training sessions so affected employees can participate during their normal work hours; or,
- c. As an alternative, the City may make the mandatory training available on CD/DVD/internet so employees can fulfill their obligation to participate individually as workload and priorities allow.

Article 20. – Catastrophic Leave

The attached Catastrophic Illness & Injury Program (Appendix “C”) remains in effect. The City pays its portion of the contribution to the employee’s health, dental, vision, and life insurance premiums while the employee is on paid leave.

Article 21. – Counseling Memos

The attached policy on Counseling Memos (Appendix “D”) remains in effect.

Article 22. – Substance Abuse Policy

The attached Alcohol and Drug Abuse Policy (Appendix “B”) remains in effect. The City provides a maximum of seven (7) days of paid administrative leave for those employees who test positive and enroll in a program.

Article 23. – Discipline Procedure

A. Pre-Discipline Procedures Applies Only to Demotions, Suspensions, and Dismissals.

1. When the decision has been made by the Department Head that disciplinary action might be taken against an employee, the Human Resources Director, or in their absence, the City Manager will be contacted so that all disciplinary procedures are followed. The Department Head will then prepare a Notice of Intended Disciplinary Action to be given to the employee that includes the following attachments:
 - (i) A written copy of the charges being made;
 - (ii) The grounds for such charges;
 - (iii) All documents which support such action;
 - (iv) The type of disciplinary action intended;
 - (v) Copies of Personnel Rules violated.
2. Notice will also include a statement advising the employee that they may respond to the charges either verbally or in writing within a reasonable, specified time period, which will not exceed ten (10) calendar days starting from the date of receipt of the notice.
3. The Department Head will make themselves available to hear verbal responses or answers to the proposed disciplinary actions and/or consider any written responses submitted by the employee.
4. All information supplied by the employee in response to the proposed action will be considered by the Department Head prior to making a final decision on what disciplinary action is appropriate.

5. During the pre-disciplinary hearing, employees may be represented by a representative of their choice. However, the employee only has the right to show cause, if any, why the proposed disciplinary action should not be taken. The employee is allowed to see all documents and materials which are being considered to support the proposed disciplinary action.
 6. Upon completing the pre-disciplinary procedures, the Department Head may resolve the matter without taking disciplinary action, or take the proposed action, or modified action as may seem appropriate
 7. If disciplinary action is taken, the employee will be advised in writing and given a Notice of Disciplinary Action including a copy of the appeal procedure containing their right of appeal.
- B. Appeal to Personnel Board Employees have the right to appeal a suspension, leave reduction, demotion, or dismissal.
1. Method of Appeal Employees must file a written notice within ten (10) calendar days, starting from the date of receipt of the notice of disciplinary action. The appeal must be addressed to the Personnel Board and filed with the Human Resources Director. The appeal must explain the matter appealed from, set forth a statement of the action desired by the appellant and list the reasons for the desired actions. Within ten (10) calendar days after receipt of the appeal, the Human Resources Director will inform each member of the Personnel Board, the City Manager, and all other persons named or affected by the appeal.
 2. Notice of Hearing When an appeal has been filed, a date shall be set for a hearing on the appeal. The date for the hearing may not be less than ten (10) calendar days nor more than forty-five (45) calendar days from the date of filing of the appeal. The Human Resources Director will notify all interested parties of the date, time, and place of the hearing.
 3. Hearing When an appeal has been filed, the Personnel Board will hold a hearing and make such investigation of the matter as it may deem necessary. In addition to the subject matter on appeal, the employee's personnel file will be considered by the Personnel Board as evidence in the case. Personnel File is defined as that file which is maintained in the City Human Resources Department. The appellant is given the opportunity to appear personally before the Personnel Board at the time and place of the hearing.

The appellant may be represented by any person they select and may produce relevant oral or documentary evidence at the hearing. The hearing will not be made an occasion for uttering irresponsible accusations, attacks upon the character or conduct of employer or employee, or other derogatory matters having no bearing on the investigation. The conduct and decorum of the hearing is under the control of the applicable body by its chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to

technical rules relating to evidence and witnesses. Hearings are closed unless the appellant files a written request for an open hearing.

4. Recommendation The Personnel Board will, within fifteen (15) calendar days after said hearing make a recommendation to the City Council as to whether or not the employee was suspended, demoted or dismissed for reasonable cause and will also make a recommendation as to the appropriate disposition of the case.

Written recommendations will be forwarded by the Personnel Board to the Human Resources Director, City Manager, the affected Department Head and the employee. The recommendations of the Personnel Board become final and represent the final step in the City's administrative procedure unless appealed by either the City or the employee.

C. Appeal to an Administrative Law Judge

1. The Union may appeal reductions in pay for more than one pay period or unpaid suspensions of more than fourteen (14) days, demotions, or termination to an Administrative Law Judge.
8. If the Union wants to appeal the outcome of the Personnel Board recommendation to the City Manager, the Director of Human Resources will contact the California Office of Administrative Hearings to assign an Administrative Law Judge. The Director of Human Resources is responsible for scheduling and notifying the parties of the time and place of the hearing and notifying the Administrative Law Judge of the nature of the proceeding.
9. Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal matter under the direction and authority of the Administrative Law Judge.
10. Employees called as witnesses serve without a loss of pay.
11. The Cost of the Administrative Law Judge and court reporter will be shared equally between the City and the Union. The transcript of the hearing becomes a record of the proceeding for the purpose of any future judicial review.
12. The Administrative law Judge will prepare the record of the hearing and will submit a written decision of the findings of fact, rulings of law (if any), and their decision to the City Manager. Copies will be sent to all parties. The Administrative Law Judge's decision is final and binding.

- D. Reference to Days For purposes of the preceding section, any reference to days means calendar days. If the last calendar day is on a weekend day or holiday, the last day is the following City Hall business day.

When an employee in this unit is to be interviewed as a subject witness as part of an administrative investigation by the City, the employee will be given a minimum of two (2)

calendar days advance notice of the general nature of the investigation (and the name of the interviewer). However, the employee shall not be entitled to pre-interview discovery. The interview will be conducted at a reasonable hour, typically during regular business hours, unless in the City's judgment, the seriousness or urgency of the investigation requires otherwise. Time spent by the employee being interviewed as a subject witness will all be considered "hours worked" for which the employee shall be paid. A "subject witness" is one whose conduct is being investigated as potentially having violated City policies, rules, or procedures.

Article 24 – Grievance Procedure

Purpose The purpose of this procedure is to resolve disputes at the lowest possible level.

A grievance is a complaint of an employee(s) (grievant) alleging a violation of the express terms of this Agreement. Performance evaluations, release from probation, counseling memos, and disciplinary action are not grievable.

Step 1 Informal Discussion

Employee(s) having a grievance must first discuss the grievance with their immediate supervisor within fourteen (14) days of the occurrence that caused the grievance. If the immediate supervisor's answer to the grievance does not satisfactorily resolve the grievance, the employee(s) may proceed to the next step within fourteen (14) days from the date of the supervisor's response.

Step 2 Department Head Review

The grievant must file a written grievance on a form approved by the parties that explains the grievance, sets forth a statement of the action desired, and lists the reasons for the desired action.

The Department Head receiving the grievance should meet with the grievant to discuss the grievance, if any, within fourteen (14) days from the date the grievance was received. The Department Head will prepare and deliver a written response to the grievant by the end of the fourteenth (14th) day from the date of the meeting.

If the Department Head's decision does not resolve the grievance, the grievant may proceed to the next step within fourteen (14) days from the date of the Department Head's response.

Step 3 City Manager Review

The grievant must submit in writing the Department Head's decision and the appeal of the grievance to the City Manager. The City Manager may either: (i) review the Department Head's decision, or (ii) meet and discuss the grievance with the grievant within fourteen (14) days from the date the appeal is received. The City Manager will investigate as deemed necessary to reach a decision on this matter. Within fourteen (14) days, the City Manager will provide the grievant with a written decision.

The City Manager's decision may amend or affirm the decision of the Department Head. The City Manager's decision concerning the grievance is final and represents the final step in the grievance procedure unless the grievance involves economic loss to the grievant. If the grievance involves an economic loss and the grievant is not satisfied with the City Manager's decision, the Union may proceed to the next step within fourteen (14) days from the date of the City Manager's decision.

Step 4 Arbitration

The grievant must submit their appeal to arbitration directly to the Director of Human Resources. The parties may agree on an arbitrator. If they are unable to do so, the Director of Human Resources will request a list of arbitrators from the State Mediation and Conciliation Services. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains. The moving party strikes first.

The Director of Human Resources is responsible for scheduling and notifying the parties of the time and place of the hearing and for notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and will be conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this Agreement.

The cost of the Arbitrator, Court Reporter, and the list(s) from the State Mediation and Conciliation Service will be borne by the losing party. The Transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

The Arbitrator will prepare the record of the hearing and will submit a written decision to the City Manager. Copies will be sent to all parties. The Arbitrator's decision is final and binding.

Article 25 – Term of Agreement

This Agreement remains in full force and effect from June 27, 2026 through June 30, 2028. The parties acknowledge that this Agreement constitutes the entire agreement on matters addressed herein. This agreement may only be changed by written agreement.

SIGNATURES ON NEXT PAGE

Date: _____

Date: _____

CITY OF YUBA CITY

LOCAL 1

Gina Rowland, Human Resources Director

Joe Santanna, President

Sheleen Loza, Human Resources Manager

Ashley Whitmore, Secretary

Ann Gillen, Community Services Director



[Rafael Mendoza \(Jul 15, 2026 12:52:21 PDT\)](#)

Rafael Mendoza, Treasurer

Phil Marler, Utilities Director



Maddy Laffond, Shop Steward

Joshua Wolffe, Public Works Director

Gary Stucky, Business Representative

Appendix “A” Recognition

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

Water Treatment Plant Operator Trainee/II/III/IV

Appendix “B” Alcohol and Drug Abuse Policy

Addendum to Alcohol and Drug Abuse Policy Implementing the Omnibus

Transportation Employee

Testing Act of 1991

This policy addendum coexists with the current Alcohol and Drug Abuse Policy except where it is intended by Federal regulations to supersede the policy, as specified herein.

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, “The Drug-Free Workplace Act of 1988,” which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

THE CITY OF YUBA CITY recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective if the City to have a work force that is free from the influence of alcohol and controlled substances.

A. APPLICABILITY

This policy applies to all safety-sensitive employees, volunteers, and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A safety-sensitive position is defined as any position requiring the use of a Class “A” or Class “B” commercial driver license. Fire safety employees will be subject to the policy in accordance with State and Federal laws. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

B. PROHIBITED SUBSTANCES

“Prohibited substances” addressed by this policy including the following:

Drugs:

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine.

Alcohol:

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. “Alcohol” is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. PROHIBITED CONDUCT

Manufacture. Trafficking. Possession. And Use

Any safety-sensitive employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Impaired/Not Fit for Duty

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to a Substance Abuse Professional (SAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on

call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be considered as having a positive test result and shall be removed from duty immediately and referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Employees who refuse the referral to the SAP shall be subject to immediate termination from their position.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem may be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test:

A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. In regards to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of sick leave, Comp. Time earned, and vacation or be placed on an approved leave of absence, if time off needed. The Notice of Discipline documents shall specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. An employee failing

to complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment. A positive follow-up test after 36 months may result in termination or additional rehabilitation at the City's sole discretion.

Leave Balance: Participants in a rehabilitation program may use accumulated sick leave, (provided a substance abuse professional has attested in writing for the need to use a sick leave) vacation, and CTO leave balances. Time spent in a rehabilitation program shall be counted as utilized leave time under the Federal and State Family Care Leave Act if it qualifies as a "serious health condition" under the law. Once leave balances have been exhausted, an employee will be placed on an approved leave without pay in accordance with Personnel Rule 2.11(B).

D. NOTIFYING THE CITY OF CRIMINAL DRUG CONVICTION

Pursuant to the "Drug Free Workplace Act of 1988" any employee who fails to immediately notify the City of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

E. PROPER APPLICATION OF THE POLICY

The City is dedicated to assuring fair and equitable application of the Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

F. TESTING FOR PROHIBITED SUBSTANCES

Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under the Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety-sensitive employees will be tested prior to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on a randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the United States Department of Health and Human Services (DHHS). All testing will be

conducted consistent with the procedures put forth in the Department of Transportation guidelines. Testing may be conducted by a mobile unit, which meets the requirements of DHHS.

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substances levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a re-test results in an alcohol concentration 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a pending or confirmed positive controlled substance or alcohol test will be removed from safety sensitive duties and/or his/her position, placed on unpaid leave, vacation, or CTO (at the employee's discretion) informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP). Transfer of an employee to a non-safety sensitive position will be made at the sole discretion of the City.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employees in Safety-sensitive positions may be tested under any of the following circumstances:

Pre-Employment Testing

All Applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the effects of

substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Observation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or when one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee is cited for a moving violation

Following the accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but also any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before duty, during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

Return-to-Duty Testing

All safety-sensitive employees who have previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second sample test invalidated the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a re-test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

G. EMPLOYEE ASSESSMENT

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result.

H. CONTINUOUS COMPLIANCE REQUIREMENTS

The City shall apply and interpret this policy to maintain required compliance with applicable Federal laws and regulations, including subsequent amendments and interpretive rulings.

I. CONTACT PERSON

Any questions regarding this policy should be directed to the following City representative:

Title: Director of Human Resources

Address: 1201 Civic Center Boulevard, Yuba City, CA 95993

Telephone: (530) 822-4610

J. DEFINITIONS

ACCIDENT – an unintended happening or mishap where there is a loss of human life (regardless of fault), bodily injury or property damage totaling \$4,400 or more.

ALCOHOL – the intoxicating agent in a beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

ALCOHOL CONCENTRATION – the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

ALCOHOL USE – consumption of any beverage, mixture, or preparation, including any medication containing methyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

BREATH ALCOHOL TECHNICIAN (BAT) – a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests.

CHAIN OF CUSTODY – the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

COLLECTION SITE – a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

COMMERCIAL MOTOR VEHICLE – a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designated to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

CITY – THE CITY OF YUBA CITY

CITY TIME – any period of time in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

CONFIRMATION TEST – for alcohol testing means a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines and phencyclidine).

CONTROLLED SUBSTANCE (DRUG) TEST – a method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may either be an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites (1)	300 ng/ml
Amphetamines	1,000 ng/ml

(1) 25 ng/ml if immunoassay

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolite (THC) (1) 15 ng/ml

Cocaine Metabolite (2) 150 ng/ml

Phencyclidine (PCP) 25 ng/ml

Opiates

Morphine 300 ng/ml

Codeine 300 ng/ml

Amphetamines

Amphetamine 500 ng/ml

Methamphetamine (3) 500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyllecgonine

(3) Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml

(4) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

DEPARTMENT OF TRANSPORTATION GUIDELINES – The controlled substance and alcohol testing rules (49CFR Part 199 (RSPA – Pipeline), Part 219 (FRA – Railroad), Part 382 (FHWA – Commercial Motor Vehicle), 654 (FTA – Mass Transit) and 14 CFR 61 (FAA – Aviation) et.al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.

DRIVER – any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of, or with the consent of, an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

DRUG (CONTROLLED SUBSTANCE) METABOLITE – the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

EMPLOYEE – any person who is employed by the City or who is a volunteer in a safety-sensitive position requiring a commercial driver license. A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

EVIDENTIAL BREATH TESTING DEVICE (EBT) – the device to be used for breath alcohol testing.

MEDICAL REVIEW OFFICER (MRO) – a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

PERFORMING (SAFETY SENSITIVE FUNCTION) – a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

POST-ACCIDENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Attachment A.

PRE-EMPLOYMENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted before applicants are hired or after an offer to hire, but before actually performing safety sensitive functions for the first time. Also required when employees transfer to a safety sensitive position.

PROHIBITED DRUGS (CONTROLLED SUBSTANCES) – Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

PROHIBITED SUBSTANCES – means and is synonymous to drug abuse and/or alcohol misuse or abuse.

RANDOM ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

REASONABLE SUSPICION CONTROL AND/OR CONTROLLED SUBSTANCE TESTING – conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or controlled substance abuse.

REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST) – a safety-sensitive employee fails to provide an adequate breath or urine sample for

testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

REHABILITATION – The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

RETURN-TO-DUTY AND FOLLOW-UP ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING – Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returned to performing safety sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the SAP recommendation.

RETURN-TO-DUTY AGREEMENT – a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration to 0.04 or greater on an alcohol test.

SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION) – An employee or volunteer is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and any employee who transfers into or is assigned safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

SCREENING (INITIAL) TEST – In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

SUBSTANCE ABUSE PROFESSIONAL (SAP) – a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker (with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and controlled substance-related disorders. The employee shall select a SAP from a list provided by the City.

SUPERVISOR – a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

VEHICLE – a bus, electric bus, van, automobile, rail car, trolley bus, truck or vessel used for mass transportation.

PROCEDURES FOR REASONABLE SUSPICION TESTING

A. PROCEDURES – REASONABLE SUSPICION TESTING

1. A supervisor observes a safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances.

Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately relieved from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver license or state-issued photo identification card.

Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collections site.

6. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

B. PROCEDURES – RANDOM TESTING

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site or the mobile unit for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
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C. PROCEDURES – POST ACCIDENT

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The Department Head and Director of Human Resources will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
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D. PROCEDURES – RETURN-TO-DUTY and FOLLOW-UP

1. The compliance company notifies the City to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
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4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

E. PROCEDURES – CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive

employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

4. A chain of custody form will be completed by the on-duty technician during the specimen's collection process, attached to, and mailed with the specimen.

F. PROCEDURES – SPECIMEN COLLECTION OF STRANGE AND/OR UNRECOGNIZABLE SUBSTANCES

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.
2. The supervisor in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and the witness.
3. The incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

G. PROCEDURES – ALCOHOL CONCENTRATION

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, and initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.

The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

PROCEDURES FOR RESONABLE SUSPICION TESTING

A. PROCEDURES – RESONABLE SUSPICION TESTING

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Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

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sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

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3. The incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

G. PROCEDURES – ALCOHOL CONCENTRATION

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2. After an explanation of how the breathalyzer works, and initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.

The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

SAFETY-SENSITIVE EMPLOYEE CLASSIFICATIONS AS OF AUGUST 1, 2006

Equipment Operator

Fleet Maintenance Supervisor

Lead Mechanic

Maintenance Supervisor – Water/Sewer

Maintenance Supervisor – Streets

Mechanic

Parks Maintenance Supervisor

Parks Maintenance Workers I, II, III (only those who have a commercial drivers license)

Plant Maintenance Mechanic (See note 3)

Public Works Maintenance Workers I, II, III

Recreation Supervisor I/II

Senior Arborist

Senior Plant Maintenance Mechanic (See note 3)

Streets Maintenance Supervisor

Sweeper Operator

Temporary Positions that require a commercial drivers license

NOTE:

- (1) New positions requiring a commercial license will be subject to this policy.
- (2) Any employee who possesses a commercial license and makes himself or herself available to drive for the benefit of the City is also subject to this policy.
- (3) If these employees possess a commercial license.

Appendix “C” Catastrophic Illness and Injury Donation Plan

Purpose: To assist employees confronting personal or family catastrophic illness or injury who need the support of City employees to avoid financial hardship.

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.
2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

If disapproved, the requesting employee may seek review of the decision by the joint labor-management committee consisting of one representative from each of the following groups:

- A) Yuba City Employees Association
- B) Firefighters’ Association
- C) Police Officers’ Association
- D) Middle Managers Group
- E) First Level Managers Group
- F) Human Resources Department

In the event the Committee reaches a tie decision, the decision shall be made in favor of the employee.

The decision of the labor-management committee shall be final and binding, and shall not be subject to the grievance procedure.

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of the Family Care Leave (Human Resources Rule 2.11 (D)) shall be used to determine whether the critical illness or injury qualifies for the donation of leave hours. Verification of need via physician statements will normally be required. The employee must have exhausted, or is reasonably expected to exhaust, all accumulated leave hours (vacation, sick leave, CTO) in order to receive leave.

When a department head becomes aware of employee conduct, which requires documentation but does not warrant formal disciplinary action, a counseling memorandum may be issued to the employee. The purpose of a counseling memo is to provide notice to the employee of a deficiency or problem observed, document infractions, and modify behavior.

Counseling memos shall be issued on a standard form used by the City. A copy of the counseling memo shall be given to the employee and a copy shall be maintained in the employee's personnel file for a period of two years. At the conclusion of two years, the employee can ask that the counseling memo be removed from the personnel file. At that time or any time thereafter that it is discovered that a counseling memo exists in the personnel file after two years, all copies shall be removed from any file maintained by the City, including the department or supervisor, and given to the employee. No future reference to the counseling memo will be made in a subsequent disciplinary process or performance evaluation. However, should an employee receive a subsequent counseling memo, or other disciplinary action within the two year period, a counseling memo shall not be discarded until a two year period has passed in which no counseling memo or disciplinary action has been issued.

During the two-year period the counseling memo may be used by a supervisor to support disciplinary action. The fact that a counseling memo has been issued shall not be referenced in a performance evaluation, however the substance of the counseling memo may be referenced in a performance evaluation if the supervisor deems it necessary.

Counseling memos used prior to the adoption of this Memorandum of Understanding are subject to this policy.

Appendix "D" Uniform Calculations

	Shirts	Qty	Total	Pants	Qty	Total	Coveralls	Qty	Total	Labcoat	Qty	Total	Weekly	Biweekly
Finance				0.157	15	2.355							2.355	4.71
				0.157	15	2.355							2.355	4.71
PW	0.138	15	2.070	0.157	15	2.355							4.425	8.85
Fleet	0.138	15	2.070	0.157	15	2.355							4.425	8.85
	0.138	15	2.070	0.157	15	2.355							4.425	8.85
PW	0.138	15	2.070	0.290	15	4.350							6.420	12.84
Custodian	0.138	15	2.070										2.070	4.14
	0.138	15	2.070										2.070	4.14
PW							1.00	3	3.00				3.000	6.00
Water														

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Shannon Sardo, Administrative Analyst

Summary

Subject: 2026-2027 Community Development Block Grant Program - Annual Action Plan

Recommendation:

- A. Conduct a Public Hearing to receive comments on the 2026-2027 Annual Action Plan and after consideration;
- B. Adopt a Resolution approving the proposed 2026 Annual Action Plan and authorize staff to submit the required documents to the Department of Housing and Urban Development (HUD) for processing; and
- C. Authorize the Finance Director to add budget appropriation for the grant revenue

Fiscal Impact: \$653,958 to be received from HUD for the 2026 CDBG Allocation

Purpose:

To hold a Public Hearing to receive comments on and approve the Community Development Block Grant (CDBG) 2026-2027 Annual Action Plan.

Strategic Focus Area:

This item addresses Council's focus areas of fiscal responsibility and infrastructure.

Background:

The City is an entitlement jurisdiction in the Community Development Block Grant (CDBG) program and receives an annual allocation of funds from the Department of Housing and Urban Development (HUD). HUD requires entitlement jurisdictions to complete a Five-Year Consolidated Plan in order to receive CDBG funds. Cities are obligated to spend their funds in accordance with the priority needs identified in their Consolidated Plan. HUD also requires the City prepare an Action Plan that describes how the annual allocation of CDBG funds will be utilized to address the needs identified in the Five-Year Consolidated Plan.

Analysis:

The 2026-2027 Action Plan contains next year's budget for CDBG projects that address the priority needs identified in the Consolidated Plan and is the first year Action Plan for the 2025-2029 Consolidated Plan. The City's 2026-2027 CDBG allocation is \$653,958. In accordance with HUD regulations, up to twenty percent of the allocation can be utilized for administration costs; an amount not to exceed fifteen percent can be allocated to public service activities; and, the remaining is allocated to general projects and/or programs.

In compliance with citizen participation requirements, City staff held a public meeting, on March 30, 2026, to encourage public input into the development of the Action Plan and provide potential CDBG applicants with an overview of the application and scoring process.

The City received 12 applications, totaling approximately \$3,380,000 in funding requests. Applications for funding were evaluated based on several factors, including the priority needs identified in the Consolidated Plan, the capacity of the applicant to administer the grant funds, readiness, and if applicable, timeliness of expenditures of past CDBG grants. The City's 2026-2029 Strategic Plan was also taken into consideration when evaluating the applications in an effort to combine CDBG priority needs and overall City goals. The proposed funding is based on available funds, programs, and applications received.

Below is a breakdown of the recommended projects and programs to be funded:

Agency/Project	Recommended Funding	Description
Program Administration	\$120,000	General administration, oversight and management of Community Development Block Grant program. Funding covers salary cost for staff, and consultant services
Yuba Sutter Gleaners Foodbank – Emergency Food Distribution Refrigeration Updates	\$150,000	Update and replace refrigeration system for foodbank to be able to maintain storage capacity of perishable food.
FREED - Home Repair Program	\$30,000	Provide accessibility improvements and minor home repairs for low-income disabled and senior residents
City of Yuba City – Code Enforcement Abatement	\$115,900	Provide illegal disposal abatement of homeless encampments in the city's low/mod areas.
City of Yuba City - ADA Sidewalk and Public Facility Improvements	\$273,058*	Provide sidewalk and curb ramp improvements to meet ADA accessibility requirements throughout the City

*Funding for this project will utilize \$35k in unexpended funding from the 2023 Sewer Lateral Repair activity.

Fiscal Impact:

The City will receive an allocation of \$653,958 for the FY 2026-2027 CDBG program, to be distributed as defined above in the Analysis section.

Alternatives:

Direct staff to modify the proposed recommendations in the Annual Action Plan. Changes to the draft Action Plan will require an additional 30-day comment period and Public Hearing process.

Attachments:

1. Attachment 1 - CDBG Resolution 2026
2. Attachment 2 - Draft 2026 Annual action Plan

Prepared By:

Shannon Sardo
Administrative Analyst II

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2026-2027
ANNUAL ACTION PLAN CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF THE
CDBG PROGRAM, AND AUTHORIZING STAFF TO SUBMIT ALL APPROVED DOCUMENTS
TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the Department of Housing and Urban Development has determined that the City of Yuba City will receive \$653,958 under program year 2026 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Yuba City held a public meeting on March 30, 2026, as well as a public hearing on July 21, 2026, to consider public comments and proposals regarding the 2026-2027 Annual Action Plan, the community development objectives and the projected use of CDBG funds contained therein; and

WHEREAS, the City of Yuba City has provided the citizens with an opportunity to review and comment on concerns involving the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken and other important program requirements, and provided citizens with adequate opportunity to participate in the development of the 2026-2027 Annual Action Plan, including any revisions, changes or amendments thereto for a 30-day period commencing on June 23, 2026 and ending on July 24, 2026

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City that the 2026-2027 Annual Action Plan is hereby approved, that the City Manager is authorized to execute all documents related thereto, that the Finance Director is authorized to make budget allocations for the implementation of, and that staff is authorized to submit all documents to the United States Department of Housing and Urban Development.

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 July 21, 2026, by the following vote:

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

CITY OF Yuba City

2026 Draft *Annual* Action Plan

COMMUNITY DEVELOPMENT BLOCK GRANT



Development Services Department

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The city of Yuba City is an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, one of several Department of Housing and Urban Development (HUD) formula entitlement programs. As an entitlement jurisdiction, HUD requires the city to complete and submit an Annual Action Plan (Action Plan) in order to receive CDBG funds annually. The 2026 Action Plan is the first Action Plan covered by the 2025 Consolidated Plan (Con Plan).

The format of the Action Plan is required and consistent with HUD's Integrated and Disbursement Information System (IDIS).

The 2026 Action Plan consists of five (5) sections including: 1) Executive Summary; 2) Expected Resources; 3) Annual Goals and Objectives; 4) Affordable Housing; and, 5) Program Specific Requirements.

Yuba City's Development Services Department is the lead agency responsible for developing the 2026 Action Plan and is responsible for the administration of CDBG funds, including implementation of projects and programs and monitoring projects and programs to ensure compliance with HUD requirements and regulations.

2. Summarize the objectives and outcomes identified in the Plan

The city is required to implement and use HUD's Outcome Performance Measurement System (OPMS). The OPMS was developed to enable HUD to collect and standardize performance data on entitlement-funded activities from all grantees nationwide for use in reporting to Congress on the effectiveness of HUD's formula entitlement programs.

Based on the Needs Assessment and Market Analysis information, the city's 2025 Con Plan identified the following activities that will be addressed by the 2025 Annual Action Plan funded activities: Housing Rehabilitation, Public Facilities Construction/Rehabilitation, Infrastructure Improvements/ADA Modifications, and Public Improvements and Infrastructure.

3. Evaluation of past performance

The City has experienced untimeliness in CDBG annual expenditures due to factors such as staffing turnover and city budget constraints. Given these factors, the City recommends funding fewer projects and larger projects that benefit on more of a city-wide basis during the 2026 PY.

The City intends to tie CDBG funding to the larger city's Strategic Plan. This plan outlines overall City goals as it relates to Economic Development, Safe Communities, and Fiscal Responsibility. This coordination will help the City accomplish its goals for the community on a more effective basis.

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation process included a variety of efforts to encourage public participation, especially from lower income residents and service providers, in the development of the 2026 Action Plan. Two meetings were held during the Action Plan development process to solicit public input. The first public meeting was held via Zoom on March 30, 2026 to solicit input and request participation in the application process and in the development of the 2026 Action Plan. The Public Hearing will be held on July 21, 2026, and published in the Appeal-Democrat for a 30-day comment period, in accordance with the City's Citizen Participation Plan. A 30-day public review and comment period commenced on June 23, 2026, and will end on July 24, 2026.

The meetings were noticed on the city's website and in the local newspaper, in addition, information regarding the meetings was emailed directly to the city's CDBG Interest List, including public and private service providers and government agencies.

A summary of the 2026 Action Plan will be published on June 23, 2026 in the Appeal Democrat, noting that a Public Hearing was to be held on July 21, 2026 to solicit public comment on the 2026 Action Plan. The 2026 Action Plan will be made available on the city's website and in hard copy at both City Hall and the local library.

5. Summary of public comments

RESERVED FOR PUBLIC COMMENTS

6. Summary of comments or views not accepted and the reasons for not accepting them

RESERVED FOR PUBLIC COMMENTS

7. Summary

The 2026 Action Plan identifies the activities the city will undertake during the 2026 Program Year to address the goals identified in the 2025 Con Plan. The 2026 Action Plan identifies the following activities the city and/or its sub-recipients will undertake with the CDBG funds.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	City of Yuba City	Development Services Department

Table 1 – Responsible Agencies

Narrative (optional)

The city's Development Services Department (DSD) is the lead agency responsible for overseeing development of the Annual Action Plan.

HUD requires entitlement jurisdictions that receive CDBG, HOME Investment Partnership Program (HOME) or Emergency Shelter Grant (ESG) funds directly from HUD to complete an Annual Action Plan.

The city does not receive HOME or ESG funds directly from HUD; as a result, the Action Plan focuses only on identifying and prioritizing programs allowed under CDBG funding.

The city's Development Services Department is responsible for the administration of the CDBG funds, including facilitating project/program implementation, monitoring project activities and outcomes, and ensuring compliance with all HUD requirements and regulations such as fair housing, Davis-Bacon requirements (prevailing wages), environmental reviews, affirmative action, competitive bidding procedures, and fiscal and contract administration. CDBG activities are carried out by both internal city departments as well as external Sub-Recipients.

Consolidated Plan Public Contact Information

Comments and/or inquiries regarding the Action Plan should be directed to:

Shannon Sardo, Development Services Analyst, city of Yuba City, Development Services Department, 1201 Civic Center Blvd., Yuba City, CA 95993, phone: (530) 822-5145, e-mail: ssardo@yubacity.net.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The consolidated planning process requires jurisdictions to contact and consult with other public and private agencies when developing the Plan. The Plan itself must include a summary of the consultation process, including identification of the agencies that participated in the process. Jurisdictions also are required to summarize their efforts to enhance coordination between public and private agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The city has developed and maintained on-going, collaborative relationships with the Regional Housing Authority, Sutter-Yuba Homeless Consortium, (SYHC), local service providers, Sutter County agencies and the Yuba-Sutter Economic Development Corporation in an effort to enhance the coordination of services to low and moderate-income persons, special needs groups, and businesses. The city's efforts have included attending meetings, exchange of information and coordination of services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The city works in cooperation with the SYHC to address the needs of homelessness in the community. The SYHC consists of over 50 members, including the city of Yuba City, that utilize the Continuum of Care planning process to address homeless needs in the city of Yuba City and throughout the region. The SYHC allows for maximizing funding resources, helps to avoid duplication of services and provides for a comprehensive approach to homelessness. During the 2026 Action Plan process, the City consulted members of the SYHC in order to meet the Action Plan requirements.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

This section is not applicable as the city is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Identify any Agency Types not consulted and provide rationale for not consulting

1	Agency/Group/Organization	Sutter Yuba Homeless Consortium
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	By email communication and public workshops. The City maintains a close working relationship with service providers and also open communication to ensure participation and coordination.
2	Agency/Group/Organization	Sutter County
	Agency/Group/Organization Type	Health Agency Child Welfare Agency Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and County partner on many community development issues and keep regular contact via email, workshops, coordination on projects, and meetings. The County is notified throughout the CDBG process.

Table 2 – Agencies, groups, organizations who participated

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Sutter-Yuba Homeless Consortium	The goals contained in the 2025 Con Plan and 2026 Action Plan are consistent with the Continuum of Care. The City will work within the framework of the Sutter-Yuba Homeless Consortium to address homeless needs.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Yuba City Housing Element	City of Yuba City	The goals contained in the 2025 Con Plan and 2026 Action Plan are consistent with the Programs outlined in the 2021-2029 Housing Element.
Yuba City Economic Development Strategic Work Plan	City of Yuba City	The goals contained in the 2025 Con Plan and 2026 Action Plan are consistent with the initiatives outlined in the Economic Development Strategy.
PHA 5-Year Plan	Regional Housing Authority	The goals contained in the 2025 Con Plan and 2026 Action Plan are consistent with the needs, goals and objectives outlined in the PHA 5-year Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City will, in conjunction with the development of affordable housing, submit applications for funding, implementation of activities and delivery of services targeted to low and moderate-income households, continue to work and coordinate with other public entities, including the Regional Housing Authority, Habitat for Humanity, Sutter County, and the State of California.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-targeted/broad community	The City hosted a virtual public meeting on March 30, 2026 to provide information on the consultation and planning process, review the application process and encourage public participation and comment in the development of the 2026 Action Plan.	No public comments were received.	The City has not intentionally excluded or avoided consulting any agency or organization during the consultation and planning process.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish and Punjabi Persons with disabilities Non-targeted/broad community	NOFA and application process advertised on City website and social media on April 10 and April 21, 2026.	Reserved for public comments.	The City has not intentionally excluded or avoided consulting any agency or organization during the consultation and planning process.	www.yubacity.net https://www.facebook.com/YubaCityCalifornia/
3	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Notice of the July 21, 2026 Public Hearing was posted in the Appeal Democrat on June 23, 2026.	Reserved for public comments.	The City has not intentionally excluded or avoided consulting any agency or organization during the consultation and planning process.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The City will hold a Public Hearing on July 21, 2026 to request approval and authorization for the submission of the 2026 Annual Action Plan to HUD.	Reserved for public comments.	The City has not intentionally excluded or avoided consulting any agency or organization during the consultation and planning process.	www.yubacity.net

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$653,958	\$121,179	\$585,041	\$1,360,178	\$2,000,000	Expected amount available remainder of Con Plan estimated based on current year allocation.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Community Development Block Grant (CDBG) funds may not be sufficient to fully fund activities undertaken and are leveraged with a variety of Federal, State funds, charitable organizations and private donations. The CDBG funds do not require matching funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There is no publicly owned land or properties located within the city that will be used to address needs identified in the Strategic Plan.

Discussion

In addition to the city's CDBG funds, the city will also have approximately \$700,000 available in State HOME, CalHOME, and CDBG Program Income (PI) funds for Housing Rehabilitation.

The city operates an Owner-Occupied Housing Rehabilitation (OOR) Program. The amount and availability of Program Income (PI) cannot be predicted due to the fact that PI is generated by past loans being paid off and the proceeds deposited into the OOR Program.

The city will aggressively pursue or support applications by other entities for Federal and State funding over the duration of the 2025-2029 Consolidated Plan to address priority needs; however, other funding sources available to the city or its partners will be through a competitive application process. The city cannot be assured an application(s) will be successful based on the rating and ranking criteria. Should the city be successful in applying for other Federal or State funding sources and matching funds be required, the city will continue to struggle to meet future matching requirements.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2026	2027	Affordable Housing	Citywide	Preservation of existing units Program Administration	CDBG: \$30,000	Homeowner Housing Rehabilitated: 30 Household Housing Units
2	Public Facilities Construction/Rehabilitation	2026	2027	Non-Housing Community Development	Citywide	Public Improvements	CDBG: \$150,000	Public Facility, at least 51% Low/Moderate Income Benefit: 8,500 Persons Assisted
3	Infrastructure Improvements/ADA Modifications	2026	2027	Non-Housing Community Development	Qualified Low/Mod Census Tracts	Program Administration Public Improvements and Infrastructure	CDBG: \$273,058	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 13,032 Persons Assisted
4	Public Improvements and Infrastructure	2026	2027	Neighborhood Clean-ups/Code enforcement	Qualified Low/Mod Census Tracts	Public Improvements and Program Administration	CDBG: \$115,900	Public Improvement Neighborhood Clean-up activities other than Low/Moderate Income Housing Benefit: 13,032 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

Goal Name	Goal Description
Housing Rehabilitation	Provide loans and grants for housing rehabilitation activities that benefit extremely-low, very-low, and low-income persons.
Public Facilities Construction/Rehabilitation	Utilizing Community Development Block Grant funds provide assistance to non-profit organizations for provision of supportive services targeted to non-homeless special needs population (disabled, seniors, families, domestic violence victims)
Infrastructure Improvements/ADA Modifications	Utilize Community Development Block Grant funds to construct or rehabilitate public facilities, including but not limited to senior centers, youth centers, centers for the disabled, and homeless facilities.

Projects

AP-35 Projects – 91.220(d)

Introduction

During the 2026-2027 Program Year, the city will use CDB) funds to address the priority needs identified in the 2025-2029 Consolidate Plan.

Projects

#	Project Name
1	Program Administration; 21A – General Program Administration
2	FREED – Home Repair and Modifications; LMH, 14A – Rehab, Single Family Unit Residential
3	Yuba Sutter Gleaners Foodbank – Infrastructure Improvements; LMC, 05W – Food Banks
4	Yuba City - ADA Sidewalk and Curb Cut Improvements; LMC,03L – Sidewalks
5	Yuba City – Code Enforcement – Illegal Disposal Abatement; LMA, 15 – Code Enforcement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The activities proposed to be funded during the 2026-2027 PY are consistent with priority needs identified in the Strategic Plan. Lack of funding is the greatest obstacle to addressing underserved needs. The city was allocated \$653,958 in CDBG funds for the PY. The city received slightly over \$3,380,000 in funding requests. As a result, some funding requests were not fully funded. Nine (9) applications that were received were not approved for funding.

In addition, the CDBG Program puts a cap on the amount of funds that can be spent on Public Services. The Department of Housing and Urban Development (HUD) set limits for both Public Services and Program Administration. The spending cap for Public Services is 15% and 20% for Program Administration of the city's yearly CDBG allocation, plus program income.

AP-38 Project Summary
Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Description	Target Date	Estimate the number and type of families that will benefit from the proposed activities	Location Description
Program Administration	Citywide	Housing Rehabilitation Non-Homeless Supportive Services Homeless Assistance Infrastructure Improvements/ADA Modifications Public Facilities Construction/Rehabilitation	Housing Rehabilitation Non-Homeless Supportive Services Infrastructure Improvements/ADA Modifications	\$120,000	General administration, oversight and management of Community Development Block Grant Program.	6/30/2027	3 City Employees	1201 Civic Center Blvd., Yuba City
FREED Home Repair and Modifications	Citywide	Housing Rehabilitation	Preservation of existing units	\$30,000	Preservation of existing housing stock while providing home repair/maintenance and modifications for seniors and/or disabled persons.	6/30/2027	20 Low-Income elderly or disabled homeowners.	Citywide
Yuba Sutter Gleaners Foodbank	Citywide	Public Facilities and Improvements	Neighborhood Facilities Improvements	\$150,000	Update and replace refrigeration system for foodbank to be able to improve storage capacity of perishable food.	6/30/2027	8,500 unduplicated low-income individuals	Citywide

Yuba City Ramp and ADA Sidewalk Improvement	Qualified Low/Mod Census Tracts	Infrastructure Improvements/ADA Modifications	Public Improvements and Infrastructure	\$273,058	Remove physical obstacles and barriers in City's right-of-way that limit accessibility for individuals with disabilities in low-income areas.	6/30/2027	13,032 Low-Income persons, utilizes census tract information	Qualified Low/Mod Census Tracts
Yuba City Code Enforcement – Abatement	Qualified Low/Mod Census Tracts	Infrastructure Improvements	Public Improvements/ neighborhood clean-ups	\$115,900	Provide illegal disposal abatement of homeless encampments in the city's low/mod areas.	6/30/2027	13,032 Low-Income persons, utilizes census tract information	Qualified Low/Mod Census Tracts

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

In general, the city will allocate investment of resources on a citywide basis. The city will allocate a portion of its funding to the Qualified Low/Mod Census Tracts.

Target Area	Percentage of Funds
Citywide	28
Qualified Low/Mod Census Tracts	59

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the city allocates the majority of funding on a citywide basis; however, the distribution of funding is predicated somewhat on the nature of the activity to be funded. Resources targeted to new construction and preservation of existing housing will be allocated on a citywide basis.

Resources targeted to special needs populations, including homeless, will also be allocated on a citywide basis, where needs are identified and/or where resources can be coordinated with existing facilities and services.

Activities such as public facilities and improvements will be targeted to areas identified as Qualified Low/Mod Census Tracts; these are those older, low-income neighborhoods within the city most in need of assistance.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	30
Special-Needs	30
Total	30

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	30
Acquisition of Existing Units	0
Total	30

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The housing units and households anticipated to be assisted during the 2026 CDBG Program Year will be provided by the following Housing Programs: FREED Minor Home Modification/Repairs. The City will also utilize State Permanent Local Housing Allocation (PLHA) and Homekey funding to support housing needs.

The discrepancy in Table 9 total is due to FREED's Home Repair program being open to Seniors and/or disabled persons to be served.

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The purpose of this section is to outline actions the City will take to address the needs of Public Housing. The City does not own or operate Public Housing or have any oversight over the operation of the Regional Housing Authority (RHA); therefore, the City will act to continue its efforts to maintain a close working relationship with the RHA supporting their actions to address the needs of Public Housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

As noted above, the City does not own or operate any Public Housing in the City; the RHA serves the City. During the 2026 Program Year, the City will continue its close working relationship with the RHA to expand housing opportunities for the City's residents. Funding from the Permanent Local Housing Allocation grant is being looked at by the City and the RHA to be used for Public Housing needs.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The RHA is not designated as troubled.

Discussion

The RHA and the City have and continue to have a close working relationship where funding opportunities that the City has are shared with the RHA in collaboration to work to address the housing needs of the City. The City and the RHA work together on maintenance of existing Public Housing; the City is committed to remove barriers to developing additional permanent and Public Housing options.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section identifies the actions the City will take during the 2026 Program Year, (2026 PY), to address homelessness. The City's goals are to address chronic homelessness by assisting Transitional Housing Programs that provide on-going supportive services such as case management, education and job training to help ensure that people do not return to homelessness. The City will also provide assistance to homeless persons and low-income families at risk of becoming homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City works in partnership with the Sutter-Yuba Homeless Consortium (SYHC) to address homelessness. Annually the SYHC conducts a Point-in-Time (PIT) count. The PIT provides valuable information, including demographic and living situation information that allows service providers and the community to better identify and evaluate the homeless population and their needs. During the 2026 PY the City will provide Permanent Local Housing Allocation (PLHA) funds to the SYHC and its efforts to address homeless needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will provide PLHA funding to the SYHC who is acting as the lead agency for all six (6) non-profit agencies to address the needs and provide services to the homeless population. Funding for three of the service providers are for the Sutter County Homeless Shelter for day-to-day operational services, Hands of Hope provides showers, laundry facilities, clothes closet, computer access as well as referral and advocacy services, and REST for emergency winter overnight services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will provide PLHA funding for several organizations that serve the homeless, including families with children and veterans. In conjunction with the SYHC, organizations that will be assisted during the 2026 PY are: 1) Bridges to Housing – provides financial assistance to homeless or at-risk individuals who are in need of deposit and rental assistance. They will also provide assistance to help pay for past due rent and utilities as well as referrals, case management and on-going support to ensure they do not become homeless again. 2) Central Valley Homeless Veterans Assistance Program – provides financial

assistance to low-income veterans in order to obtain emergency, transitional and permanent housing, as well as helping at-risk veterans maintain their permanent housing stability. This agency also provides financial assistance to extremely low-moderate income veterans for utility payments, if no other options are available, to help maintain the veteran's housing in a habitable condition. 3) Hands of Hope – assists with the operation of the Coordinated Entry System (CES) that allows fair and equal access to housing and supportive services. 4) The Salvation Army – provides rental assistance and supportive services to homeless individuals and households in the community. This program provides financial assistance in the following ways: application fees, moving expenses, monthly rental assistance, utility assistance, rental deposits, and storage fees. 5) Regional Emergency Shelter Team (REST) – provides seasonal emergency shelter to individuals and families experiencing homelessness in Yuba City; the Emergency Winter Shelter operates each year from late November to early April. This program provides shelter, meals, case management, and other supportive services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's efforts during the 2026 PY to prevent homelessness will include Affordable Housing Programs that maintain the existing affordable housing stock or increase the number of affordable housing units available to low-income households. As noted above, the City will also support housing programs that address the underlying reasons for homelessness and provide on-going support services for formerly homeless families and programs that provide assistance to low-income families at risk of becoming homeless, such as the Bridges to Housing Program.

Discussion

In addition to resources available to and controlled by the City, organizations within the community for which their mission is to provide services to the homeless may receive funds from a variety of federal, state and local sources. These funding sources include Emergency Solutions Grant (ESG), California Emergency Solutions and Housing (CESH), Homeless Emergency Aid Program, (HEAP), Community Services Block Grant (CSBG), Homeless Housing and Prevention Program (HHAP) and Continuum of Care Program Competition, as well as charitable organizations and private donations.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The most significant barrier to affordable housing in the City of Yuba City is the Lack of affordable housing due to the housing market influencing rising rents, due in part to the cost of development,

which outpaces the ability for residents to access housing. Where affordable rental housing is available, standards to secure housing continue to make housing inaccessible for some low- and extremely low-income households. The City targets housing resources, including entitlement CDBG and State of California HOME and Permanent Local Housing Allocation funds, to the creation of affordable rental units, preservation of existing affordable rental units and owned homes, and permanent supportive housing for low-income and very low-income households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's 2021-2029 Housing Element provides a detailed analysis of potential barriers to affordable housing development, including local, State and Federal governmental constraints, market constraints and environmental constraints. This updated Housing Element incorporated community outreach regarding fair housing issues from the 2025-2029 Consolidated Plan allowed the City to reach members across all socioeconomic segments. The following provides a summary of discussion contained in the City's Housing Element:

Governmental Constraints:

Governmental constraints include the regulatory functions that are basic to the role of local government; however, there is much debate about whether or not these regulations discourage the availability of housing to people of all income levels.

Land Use Regulations:

The land use categories contained in the City's General Plan, (Low Density Residential, Medium Density Residential and High Density Residential), provide for residential grown at various density levels.

Infrastructure:

The provision of on-site improvements, such as streets, curbs, gutters, sidewalks, landscaping, water and sewer are standard conditions of approval. In many cases, off-site improvements and/or mitigations may also be required to accommodate development. These off-site improvements might include street widening, traffic signals, public utility easements, flood control improvements. Both on-site and off-site improvements are incorporated into the total project costs discussed under Market Constraints below.

Development Review Process:

The City's development review guidelines work to ensure a streamlined project review process and ensure fairness and consistency in the development review process. The City's development and design

review processes are not perceived as a barrier to development.

Building Code and Enforcement:

The City's building codes represent basic construction standards within the State of California and thus do not place an undue burden on the construction or rehabilitation of affordable housing; however, stakeholders expressed that incomplete code enforcement may exacerbate issues that low-income individuals may face. (i.e. when code enforcement does not adequately follow up on housing condition violations result in tenants or owners being displaced due to cost of repairs.)

Reasonable Accommodation and Housing for Persons with Disabilities:

In accordance with California State SB 520, the Housing Element analyzes potential and actual government constraints specifically on development of housing for persons with disabilities. The Americans with Disabilities Act (ADA) is supported at the State and local level. The City follows State codes, which are more restrictive than Federal codes.

Discussion:

Consistent with the 2021-2029 Housing Element, Housing Program Schedule, the City is addressing the following policies that may act as barriers to the development of affordable housing.

Conservation of Existing Housing

Continue to enforce City building, fire, health, and zoning codes to remedy existing pockets of blight and deterioration to conserve and improve the condition of existing affordable housing stock in coordination with rehabilitation and other infrastructure improvement programs. The City will collaborate with the Housing Authority to target efforts in the rehabilitation assistance programs throughout the City, with a focus on ensuring equal access to the programs across all socioeconomic groups. The City will provide marketing materials in languages other than English, as needed. The City will create a program to prevent displacement and mitigate relocation impacts as a result of code enforcement activities.

- **Accessory Dwelling Units.** - Continue the City's policy that allows for accessory dwelling units (ADUs) within single-family residential neighborhoods by reducing lot coverage requirements and allowing for tandem parking when setback requirements are met. In addition, the zoning code will be amended to allow ADUs and Junior ADUs (JADUs) in all residential zones (R-1, R-2, and R-3), in accordance with Assembly Bill (AB) 2299 and Senate Bill (SB) 1069.
- **Facilitate a Variety of Housing Types.** – The City will continue to ensure that zoning standards and development requirements facilitate the construction of a diversity of housing types, including apartment complexes, group housing, and townhomes to meet the needs of all households and income levels.
- **Infrastructure Provision and Financing.** – Minimize infrastructure costs for residential

development by identifying infrastructure needs and available sources of funding for infrastructure improvements.

- **Density Bonus.** – The City will codify the City’s density bonus ordinance in compliance with the state’s density bonus law (Government Code Section 65915, as revised) and will continue to offer specific incentives for the development of individual or group-care housing affordable to seniors and special-needs population through City-specific density bonuses, reduced parking requirements, and development fee reductions for projects in infill locations.
- **Partner with Housing Advocates.** – Continue and expand, where feasible, partnerships with for-profit or nonprofit housing organizations, including the Regional Housing Authority, to provide affordable housing. Consider contracting with additional organizations to provide housing services and information for special-needs groups within the City.
- **Farmworker Housing.** – Continue to work with Sutter County, the farm industry, and neighborhoods where housing projects are proposed to facilitate the provision of farmworker housing. Assist in meeting the housing needs of farmworkers in and around Yuba City.
- **Facilitate Construction of Special-Needs Housing.** – The City will remove barriers for special-needs groups by amending the zoning code to address the following:
 - Transitional and Supportive Housing
 - Reasonable Accommodation
 - Employee Housing
 - Single-Room Occupancy Units
 - Low-Barrier Navigation Centers

AP-85 Other Actions – 91.220(k)

Introduction:

This section addresses the City's planned actions during the 2026 Program Year, (2026 PY), to carry out strategies covered in the Consolidated Plan including, fostering and maintaining affordable housing, evaluation and reduction of lead-based paint hazards, reduce the number of families within the poverty level and develop the institutional structure and enhancing coordination between public and private agencies that serve low-income and special needs populations.

Actions planned to address obstacles to meeting underserved needs

The greatest obstacle to meeting underserved needs in the City is the lack of funding. During the 2026 PY and the duration of the 2025 Con Plan period the City will continue its efforts to identify funding sources, support funding applications by developers and service providers that expand the availability of affordable housing and support applications for homeless assistance and supportive service funds. The City will also implement zoning and land use policies that encourage the development of affordable housing. The City will continue to participate and encourage partnerships between local agencies and organizations so underserved needs may be better met by collaborative use of resources. Additionally, the applications received by the City often do not address some of the greater issues such as acquisition or development of new affordable housing units and economic development activities.

Actions planned to foster and maintain affordable housing

The City will continue to offer and/or provide funding for a range of affordable housing activities including single-family Housing Rehabilitation, multi-family housing rehabilitation and First-time Homebuyer Programs. The City will work in partnership with private developers, local non-profit agencies and the Regional Housing Authority to develop and preserve affordable housing units.

Actions planned to reduce lead-based paint hazards

The City will continue to implement HUD's lead-based paint regulations that became effective in September 2000. Efforts by the City to reduce lead-based paint hazards include the disclosure to homeowners of possible lead hazards, sponsoring certification training for contractors, implementation of lead risk assessment and clearance testing procedures and supervision of lead-related work performed. In addition, the City will continue to adhere to its Housing Rehabilitation Program guidelines that were amended to stipulate the type and amount of assistance provided and define costs covered under the City's lead reduction program.

Actions planned to reduce the number of poverty-level families

The City will continue its efforts to increase the availability of affordable housing opportunities and assist homeless individuals or those who may be at risk of homelessness. In addition, the City will implement land use policies that seek to balance the creation of jobs and housing and ensure a variety

of employment opportunities requiring varying levels of skills and training.

The City will continue its efforts to develop and maintain cooperative relationships with public and private organizations that share a common mission for improving the quality of life for individuals through housing, social services, employment and skills training and economic development.

Actions planned to develop institutional structure

The City's Development Services Department is the City Department responsible for the administration of the City's Housing Programs, including the Community Development Block Grant (CDBG) Program. The Development Services Department also oversees the City's Community Development activities. As an entitlement jurisdiction, the City receives an annual CDBG allocation through the Department of Housing and Urban Development (HUD). Both internal City Departments and external Sub-Recipient agencies implement the programs and projects identified in the 2026 Annual Action Plan. The Development Services Department will continue to collaborate with other City Departments, the City Council, City Commissions, as well as local agencies and organizations and residents to develop programs and activities that serve low and moderate-income individuals and families within the jurisdiction.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to meet with and maintain a dialogue with non-profit agencies and organizations that serve low and moderate-income persons. The City will work to enhance and improve the organizational capacity and foster a collective planning process.

The City will continue to work closely with the Regional Housing Authority and Habitat for Humanity to develop, preserve and improve the supply of affordable housing in the City.

Discussion:

Although there are coordinated programs and services to address the needs of lower income households and the homeless, it is recognized that many unmet needs will remain.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

Other CDBG Requirements

1. The amount of urgent need activities

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Yuba City Landscape Maintenance District No. 1 - Public Hearing
Recommendation: A. Conduct a Public Hearing
B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 for the Yuba City Landscape maintenance District No. 1, pursuant to the Landscaping and Lighting Act of 1972
Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Strategic Focus Area:

Levying Yuba City Landscape Maintenance District No. 1 (District 1) addresses the City Council's Strategic Focus Area of infrastructure, as levying LLMD No. 1 will ensure that landscaping, and other items included in the District are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 1. The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the District was formed.

LLMD 1 includes the Stabler Lane area (Zone of Benefit A) and Garden Highway Area (Zones of Benefit B, B_1, and B_2). Zones of Benefit A and B do not have provisions for a cost of living adjustment (COLA) and have historically been charged the maximum levy allowed in order to cover their annual expenses. Zones B_1 and B_2 are recently formed zones of benefit and do have provisions for a COLA, which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Report has been prepared and is on file in the City Clerk's office. It describes the District, the improvements therein, the method of assessment and the proposed assessment for each parcel. The Resolution of Intention to levy and collect assessments is required by state law for existing districts. The proposed action in this report sets a public hearing for the Council meeting to be held on July 21, 2026 to establish assessments for the coming year.

District No. 1, Zones of Benefit B_1 and B_2 will see increases in their annual levies. The levies were raised in response to inflation. District No. 1 Zones of Benefit A and B will continue to be levied at the maximum amount, and will not be increased further due to their lack of COLAs provisions.

Fiscal Impact:

The proposed assessments for FY 2026-27 are shown in Attachment 2.

The projected revenue, expenditures, and cash balance, which include capital reserve for the Zones of Benefit, are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/2027*
1A	\$22,007.36	\$22,230.38	(\$1,996.11)
1B**	\$66,346.36	\$73,795.59	(\$17,882.88)

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

**Dollar amounts for Zones of Benefit B, B_1 and B_2 are included within the "1B" row of the table.

District 1 was formed in 1990 with no COLA, therefore the District's funding is annually based on 1990 dollars. This means that in District 1, Zone of Benefit A, each parcel pays \$56.72 annually; and in Zone of Benefit B, each parcel pays \$29.50 annually. Staff has reduced maintenance in District 1 to minimal levels in attempts to keep the District's balance positive. With increases in maintenance, water, and electrical costs, it has become increasingly difficult to provide minimally acceptable maintenance. If the rates in these Zones of Benefit were inflated to 2026 dollars, the annual amounts per parcel would be \$149.20 and \$77.60, respectively. The current average annual per-parcel rate among all other residential LLMDs in the City is approximately \$225.

Moving forward, staff will need to continue with reduced services in these Zones of Benefit due to lack of funding. In order to correct the funding issues, and re-establish original quality of aesthetics through higher levels of maintenance, staff would need to conduct a Proposition 218 hearing to modify the District for inclusion of COLAs. Currently, data is being analyzed across all Districts to consider options to remediate future funding issues. Once all data has been analyzed, staff will present findings and recommendations to Council for their review.

Alternatives:

1. Council may direct City staff to follow legal procedures in order to modify District No. 1, increasing assessment amounts to a level appropriate for maintenance, and including a Cost of Living Adjustment.
2. Council may cancel the District and find alternative funding sources to maintain the landscaping and related items in this area.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 for the Yuba City Landscape maintenance District No. 1 pursuant to the Landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1- Resolution LLMD No. 1 Public Hearing
2. Exhibit A - District Maps LLMD 1
3. Attachment 2 - Proposed Assessments LLMD 1

Prepared By:
Tami Omand
Administrative Analyst

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL YEAR 2026-27 FOR THE YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (STABLER LANE/GARDEN HIGHWAY AREA)

WHEREAS, on July 7, 2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Landscape Maintenance District No. 1, "District" more specifically as follows:

- Landscape Maintenance District No. 1 – Zones of Benefit "A," "B", "B_1", and "B_2"; and,

WHEREAS, assessments levied within the District provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Ongoing operation, maintenance, and servicing of improvements including turf, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, street lighting, masonry walls or other fencing, entryway monuments, and associated appurtenant facilities located within the streetscape (perimeter landscaping) surrounding the developments, as well as servicing improvements including electricity, water for irrigation of any landscaping, and the operation of fountains

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the landscaping facilities in said District; and

WHEREAS, on June 2, 2026, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 26-064 for the levy and collection of assessments against the assessable lots and parcels of land in the District for Fiscal Year 2026-27 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file written reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such reports (the "Engineer's Reports") with the City Clerk, and the City Clerk has presented the Engineer's Report to the City Council; and

WHEREAS, on July 7, 2026, the City Council adopted Resolution No. 26-089 approving the Engineer's Reports, which calculated the annual assessments for the parcels in said District, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for July 21, 2026, was duly published on July 10, 2026.

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

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

2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No. 1" pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2026 and ending June 30, 2027, to pay for the costs and expenses of the improvements described in the Engineer's Report.
3. That the City Council hereby determines that the territory within the District, whose boundaries are set forth in the Engineer's Report, on file with the City Clerk of the City of Yuba City, will be the territory benefited by the maintenance and servicing of the improvements described in said Report.
4. That the hearing on said annual levy of assessments was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Reports, are adopted and approved as to the District, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessments to be levied and collected against the assessable lots and parcels of property within the District for Fiscal Year 2026-27 are proposed to be modified as follows: Assessments for District No.1 Zones of benefit B_1 and B_2, for Fiscal Year 2026-27 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved for said District at the time of the Districts' respective formations. The assessments for District No. 1 Zones of Benefit A and B are proposed to stay the same as the previous Fiscal Year.
6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report.
7. That the assessment diagram showing the assessment district referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.
8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 10, 2026.
9. As the levies remain the same as prior years, the assessments for District No. 1 Zones of Benefit "A" and "B" are exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218). Likewise, although the levies have increased for District No. 1, Zones of Benefit "B_1" and "B_2" as compared to the prior year, the levy amounts are consistent with and less than the previously approved Cost of Living Adjustment adopted at the times of formation

pursuant to Proposition 218, and as such, the levies for District No. 1 Zones of Benefit “B_1” and “B_2” are likewise exempt from further compliance with Proposition 218.

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 21st day of July 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

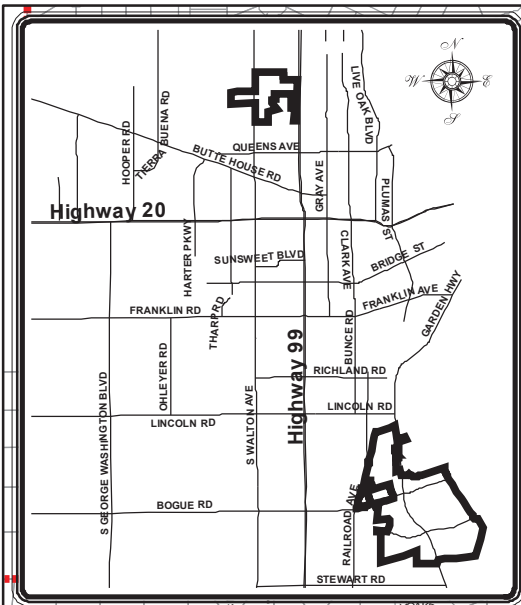
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – District Map

EXHIBIT A



Legend



Maintenance Districts

City Limits

1A

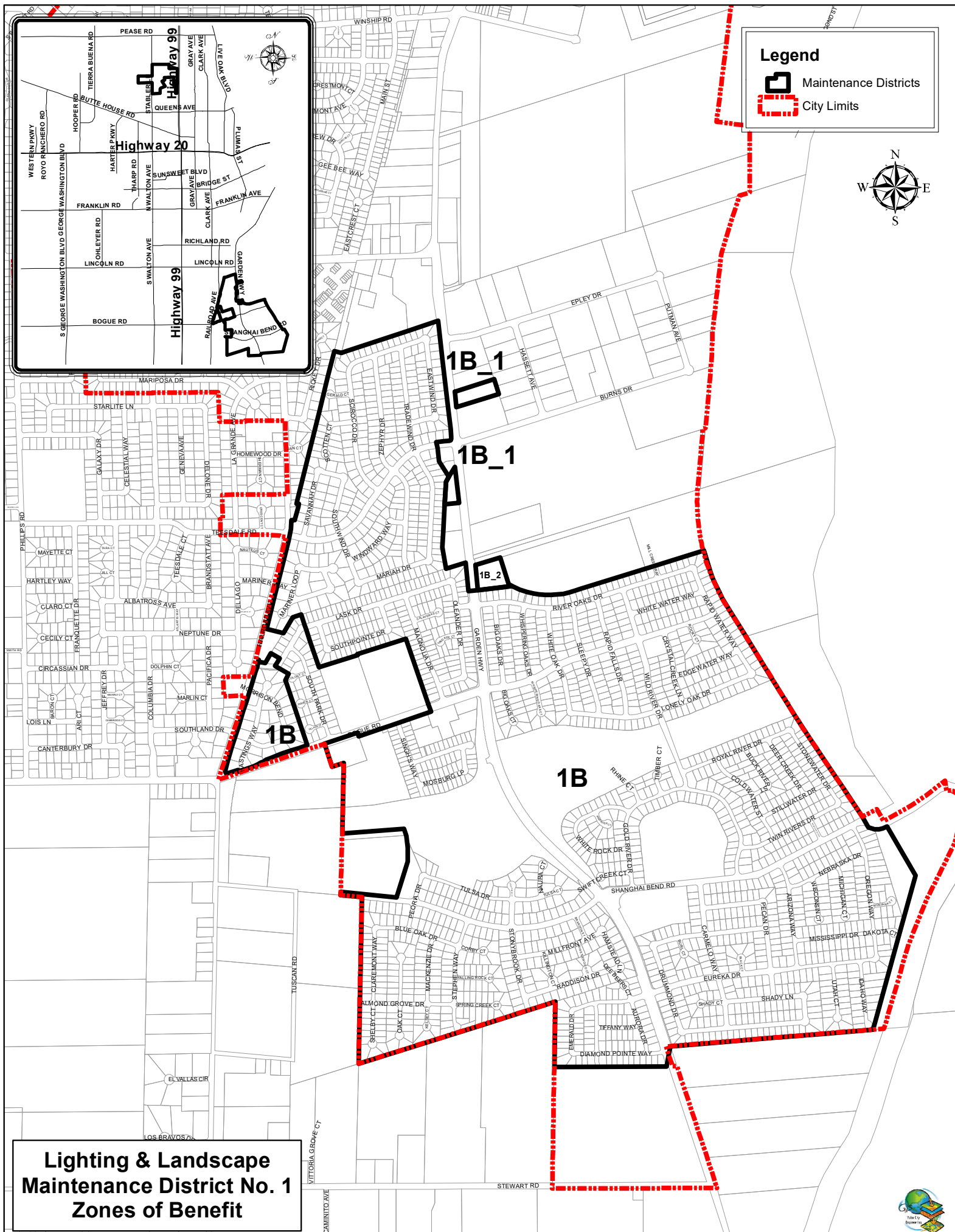
**Lighting & Landscape
Maintenance District No. 1
Zones of Benefit**

99 SB QUEENS AVE OFF

QUEENS AVE 99 NB ON

HWY 99

99 SB QUEENS AVE OFF



ATTACHMENT 2

DISTRICT 1 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2026-27 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
1	A	\$56.72	\$0.00	\$56.72
	B	\$29.50	\$0.00	\$29.50
	B_1	\$42.32	\$0.98	\$42.32
	B_2	\$387.32	\$9.02	\$387.32

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Yuba City Lighting and Landscape Maintenance District Nos. 2-4 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal year 2026-27 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, and 4

Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Strategic Focus Area:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, and 4 (LLMDs 2, 3, and 4) addresses the City Council's Strategic Focus Area of infrastructure, as levying LLMDs 2, 3, and 4 will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMDs 2, 3, and 4 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed. LLMDs 2, 3, and 4 (Town Center and Yuba City KFC and 13 subdivisions located throughout Yuba City) have provisions for a Cost of Living Adjustment (COLA) which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each district, the improvements therein, the method of assessment, and the proposed

assessment for each parcel. District 2 will see an increase in its annual levy due to budget need and increases in inflation. District 3 will see an increase in its annual levy due to budget need and increases in inflation. District 4 will see an increase in its annual levy due to budget need and increases in inflation.

Fiscal Impact:

The proposed assessments for FY 2026-27 are shown in Attachment 2.

The projected revenue, expenditures, and cash balance, which include capital reserve for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/27*
2	\$78,222.98	\$96,923.15	\$181,376.09
3	\$18,745.76	\$17,145.67	\$14,765.85
4	\$212,993.00	\$228,564.14	\$264,054.07

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

Expenditures are shown to exceed revenues in Districts 2 and 4, as staff plan to complete significant tree pruning efforts in these areas in FY 2026-27. The associated costs will be supplemented by drawing down the Districts' operating reserves.

Alternatives:

Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2026-27.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal year 2026-27 for the Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, and 4

Attachments:

1. Attachment 1- Resolution LLMD No. 2-4 Public Hearing
2. Exhibit A - District Maps 2-4
3. Attachment 2 - Proposed Assessments - LLMDs 2-4

Prepared By:
Tami Omand
Administrative Analyst

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL YEAR 2026-27 FOR THE YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NOS. 2, 3, & 4 (TOWN CENTER AND YUBA CITY KFC, AND 13 SUBDIVISIONS THROUGHOUT YUBA CITY)

WHEREAS, on July 7, 2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Lighting and Landscape Maintenance District Nos. 2, 3, & 4 ("Districts") for Fiscal Year 2026-27 more specifically as follows:

- Lighting and Landscape Maintenance District No. 2 – Zone of Benefit "A";
- Lighting and Landscape Maintenance District No. 3 – Zone of Benefit "A" (Palisades Subdivision);
- Lighting and Landscape Maintenance District No. 4 – Zones of Benefit "A," "B," "C," and "D" (Butte Vista Neighborhood); and,

WHEREAS, assessments levied within the Districts provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Lighting and Landscape Maintenance District No. 2: Ongoing maintenance and servicing of landscaping material, irrigation systems, and street lighting in the Town Center Area along the frontage of Plumas Street (including median), C Street, Percy Avenue, B Street and Franklin Avenue; and,
- Lighting and Landscape Maintenance District No. 3: Ongoing maintenance and servicing of a detention pond, street trees and a pond landscape strip, and twelve street lights, which benefit parcels in Phases 1 and 2.
- Lighting and Landscape Maintenance District No. 4: Ongoing maintenance and servicing of local street lighting, landscaping improvements, and detention pond, providing special benefit to the Butte Vista Neighborhood in the subdivisions in zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the landscaping facilities in said Districts; and

WHEREAS, on June 2, 2026, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 26-065 for the levy and collection of assessments against the assessable lots and parcels of land in the Districts for Fiscal Year 2026-27 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file written reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such reports (the "Engineer's Reports") with the City Clerk, and the City Clerk has presented the Engineer's Report to the City Council; and

WHEREAS, on July 7, 2026, the City Council adopted Resolution No. 26-091 approving the Engineer's Reports, which calculated the annual assessments for the parcels in said Districts, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for July 21, 2026, was duly published on July 10, 2026.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment districts designated "Lighting and Landscape Maintenance District No.2," "Lighting and Landscape Maintenance District No. 3," and "Lighting and Landscape Maintenance District No. 4" (the "Districts") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2026 and ending June 30, 2027, to pay for the costs and expenses of the improvements described in the Engineer's Report.
3. That the City Council hereby determines that the territory within the Districts, whose boundaries are set forth in the Engineer's Reports, on file with the City Clerk of the City of Yuba City, will be the territory benefited by the maintenance and servicing of the improvements described in said Reports.
4. That the hearing on said annual levy of assessments was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Reports, the diagram for the assessment districts and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Reports, are adopted and approved as to the Districts, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessments for District No. 2 for Fiscal Year 2026-27 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved for said Districts at the time of the Districts' respective formations; assessments for District No. 3 for Fiscal Year 2026-27 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved for said Districts at the time of the Districts' respective formations; assessments for District No. 4 for Fiscal Year 2026-27 are proposed to increase from the previous year as described in the Engineer's Report, but are still within or less than the amount approved for said Districts at the time of the Districts' respective formations.
6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report.

7. That the assessment diagram showing the assessment district referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.
8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 10, 2026.
9. Although the levies have increased for District No. 2 as compared to the prior year, the levy amounts are consistent with and less than the previously approved Cost of Living Adjustment adopted at the times of formation of the District pursuant to Proposition 218, and as such, the levies for District Nos. 2 are likewise exempt from further compliance with Proposition 218. Although the levies have increased for District No. 3 as compared to the prior year, the levy amounts are consistent with and less than the previously approved Cost of Living Adjustment adopted at the times of formation of the District pursuant to Proposition 218, and as such, the levies for District Nos. 3 are likewise exempt from further compliance with Proposition 218. Although the levies have increased for District No. 4 as compared to the prior year, the levy amounts are consistent with and less than the previously approved Cost of Living Adjustment adopted at the times of formation of the District pursuant to Proposition 218, and as such, the levies for District Nos. 4 are likewise exempt from further compliance with Proposition 218.

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 21st day of July 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

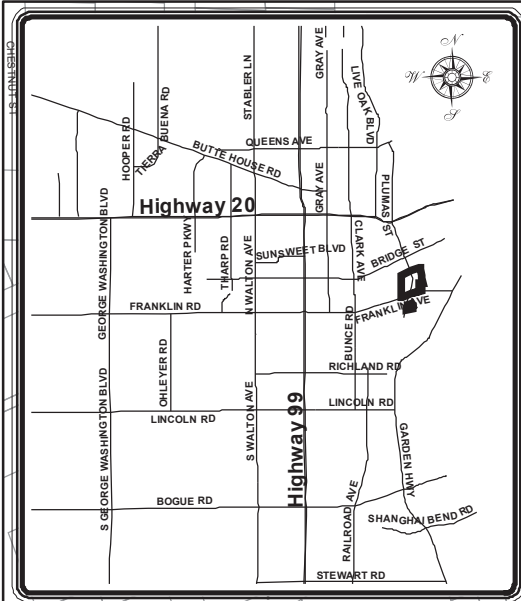
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – District Map

EXHIBIT A



Legend

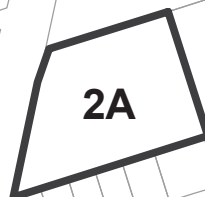


Maintenance Districts

City Limits



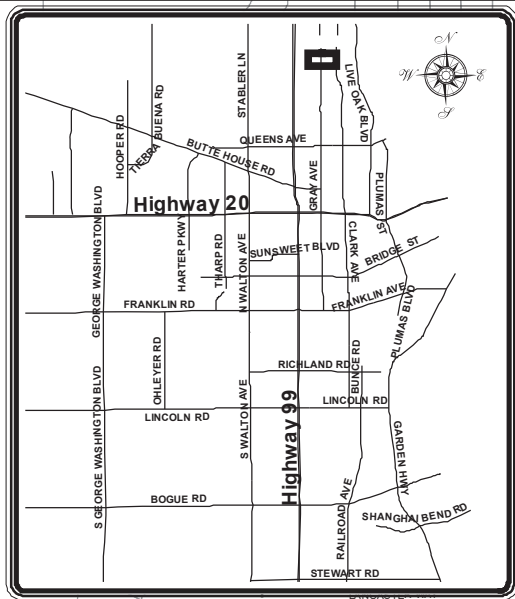
2A



2A

**Lighting & Landscape
Maintenance District No. 2
Zones of Benefit**



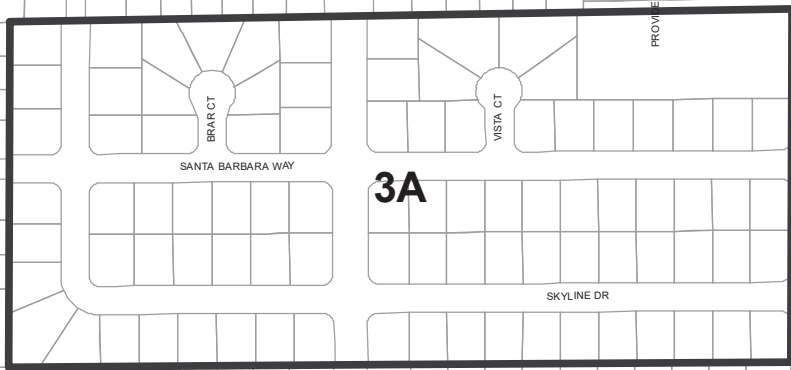


Legend

- Maintenance Districts
- City Limits



Hwy 99



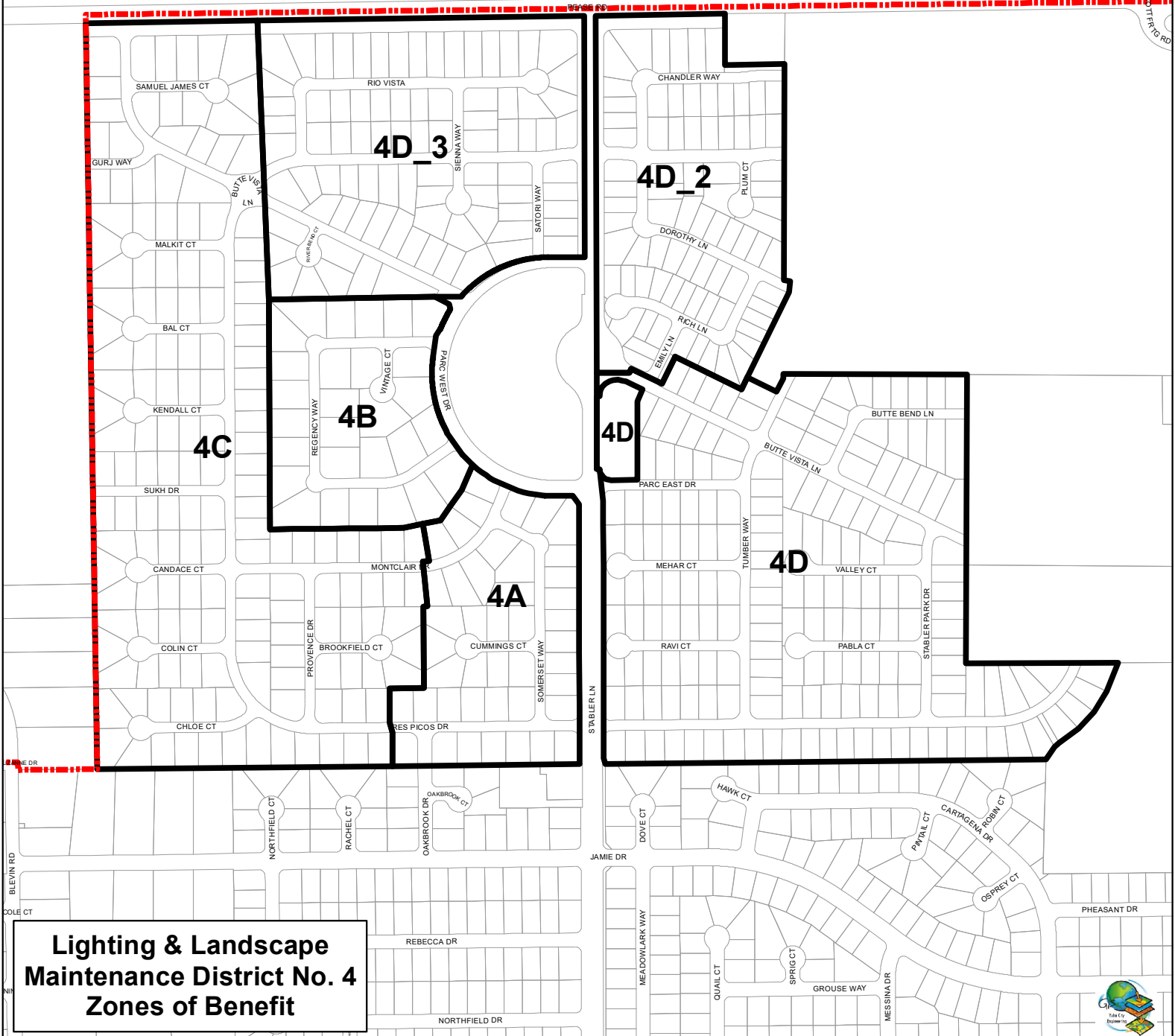
**Lighting & Landscape
Maintenance District No. 3
Zones of Benefit**





Legend

- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 4
Zones of Benefit**



ATTACHMENT 2

DISTRICT 2-4 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2026-27 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
2	A	\$560.94	\$23.11	\$749.12
3	A	\$213.02	\$4.98	\$213.02
4	A	\$368.50	\$22.48	\$557.75
	B	\$368.50	\$22.48	\$755.35
	C	\$368.50	\$22.48	\$458.32
	D	\$368.50	\$22.48	\$410.63

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Yuba City Lighting and Landscape Maintenance District Nos. 5-6 - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution Confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 for the Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 pursuant to the Landscaping and Lighting Act of 1972

Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Strategic Focus Area:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 (LLMD 5 and 6) addresses the City Council's Strategic Focus Area of infrastructure, as levying LLMD 5 and 6 will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 5 and LLMD 6 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed. LLMD 5 (64 subdivisions located throughout Yuba City) and 6 (Commercial District) have provisions for a Cost of Living Adjustment (COLA) which is based on the Consumer Price Index from January to January.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment, and the proposed

assessment for each parcel. District 5 Zones of Benefit A through L, and District 6 Zones of Benefit A_1 through B_4 and B_6 through B_15 will see increases in their annual levies. District 6 Zones of Benefit C_1 will see a decrease in their annual levies. District 6, Zone of Benefit B_5 will see no changes in its annual levy. The annual levy amounts were increased in the aforementioned Zones of Benefit in response to budget needs and increases in inflation. The annual levy amount in District 6, Zone of Benefit C_1 was decreased due to an adequate budget.

Fiscal Impact:

The proposed assessments for FY 2026-27 are shown in Attachment 2.

The projected revenue, expenditures, and cash balance, which include capital reserve for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/27*
5	\$727,640.51	\$829,995.37	\$299,231.57
6	\$54,540.88	\$45,044.68	\$342,809.33

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

Expenditures are shown to exceed revenue in District 5 due to significant planned pruning efforts in this area. The increased expenditures will be supplemented with the various Zone of Benefits' operating reserves.

Alternatives:

Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2026-27.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 for the Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 pursuant to the Landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1 - Resolution LLMD Nos. 5-6 Public Hearing
2. Exhibit A - District Maps 5-6
3. Attachment 2 - Proposed Assessments - 5-6 Intent

Prepared By:
Tami Omand
Administrative Analyst

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL
YEAR 2026-27 FOR THE YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NOS. 5 (64 SUBDIVISIONS THROUGHOUT YUBA CITY) AND 6 (COMMERCIAL
DISTRICT)**

WHEREAS, on July 7, 2026, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the City Council of the City of Yuba City did declare its intention to review, levy and collect the annual assessment for Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 ("Districts") for Fiscal Year 2025-26 more specifically as follows:

- Lighting and Landscape Maintenance District No. 5 – Zones of Benefit "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," and "L";
- Lighting and Landscape Maintenance District No. 6 – Zones of Benefit "A_1," "A_2" and "A_3," Zones of Benefit "B_1," "B_2," "B_3," "B_4," "B_5," "B_6," "B_7," "B_8," "B_9," "B_10," "B_12," "B_13," "B_14," "B_15," and Zone of Benefit "C_1"; and

WHEREAS, assessments levied within the Districts provided revenue for the purpose of financing the installation, construction, and maintenance of certain public projects eligible under the Act, including without limitation the following:

- Lighting and Landscape Maintenance District No. 5: Street lights, walls, landscape strips and planters, street trees, and landscaped entrance varying by zones of benefit as shown on the Assessment Diagrams on file with the City Clerk.
- Lighting and Landscape Maintenance District No. 6: Ongoing maintenance and servicing of street lights, street trees and median landscaping; and

WHEREAS, said Council did declare its intention to levy and collect the annual assessment for the maintenance and operation of the lighting and landscaping facilities in said Districts; and

WHEREAS, on June 2, 2026, pursuant to the provisions of the Act, the City Council initiated proceedings by Resolution No. 26-066 for the levy and collection of assessments against the assessable lots and parcels of land in the Districts for Fiscal Year 2026-27 and directed the Engineer of Work, Tyrone Peter of Willdan Financial Services, to prepare and file a written report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer of Work prepared and filed such report for each Lighting and Landscape Maintenance District (the "Engineer's Reports") with the City Clerk, and the City Clerk has presented the Engineer's Reports to the City Council; and

WHEREAS, on July 7, 2026, the City Council adopted Resolution No. 26-093 approving the Engineer's Reports, which calculated the annual assessments for the parcels in said Districts, as filed pursuant to Section 22623 of the Act, and

WHEREAS, the public notice of the Resolution of Intention and the Public Hearing scheduled for July 21, 2026, was duly published on July 10, 2026.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within existing assessment districts designated "Yuba City Lighting and Landscape Maintenance District No. 5", and "Yuba City Lighting and Landscape Maintenance District No. 6" (the "Districts") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2026 and ending June 30, 2027, to pay for the costs and expenses of the improvements described in the Engineer's Reports for each District.
3. That the City Council hereby determines that the territories within the Districts, whose boundaries are set forth in the Engineer's Reports, on file with the City Clerk of the City of Yuba City, will be the territories benefited by the maintenance and servicing of the improvements described in said Engineer's Reports.
4. That the hearing on said annual levy of assessment was held in accordance with law and all persons desiring to speak were heard.
5. That the Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved as to each District and all of them, and that the assessment of the total amount of the costs and the individual assessments thereof, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby are finally approved and confirmed as the assessments to pay the costs. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for Fiscal Year 2026-27 are to be modified as follows: assessments for District 5 Zones of Benefit A through L, and District 6 Zones of Benefit A_1 through B_4 and B_6 through B_15 will see increases in their annual levies. District 6 Zones of Benefit C_1 will see decreases in their annual levies. Proposed increases are still within or less than the amount approved for said Districts at the time of the Districts' respective formations.
6. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Reports.
7. That the assessment diagram showing the assessment districts referred to in said Resolution of Intention, and also the subdivision of land within the Districts, as contained in said Engineer's Reports, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements.
8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than August 10, 2026.

9. As the levies either remain the same, or are reduced as compared to prior years as to District 6, Zones of Benefit C_1 are exempted from the requirements of Article XIII Section "D" of the California Constitution (Proposition 218). Likewise, although the levies have increased for District 5 Zones of Benefit A, B, C, D, E, F, G, H, I, J, K_1 through K_17 and L, and District 6 Zones of Benefit A_1 through A_3, B_1-B_4, and B_6 through B_15 as compared to the prior year, the levy amounts are consistent with and less than the previously approved COLA adopted at the time of formation of the District pursuant to Proposition 218, and as such, the levies for for District 5 Zones of Benefit A, B, C, D, E, F, G, H, I, J, K_1 through K_17 and L, and District 6 Zones of Benefit A_1 through A_3, B_1-B_4, and B_6 through B_15 are likewise exempt from further compliance with Proposition 218.

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 21st day of July 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Marc Boomgaarden, Mayor

Ciara Wakefield, City Clerk

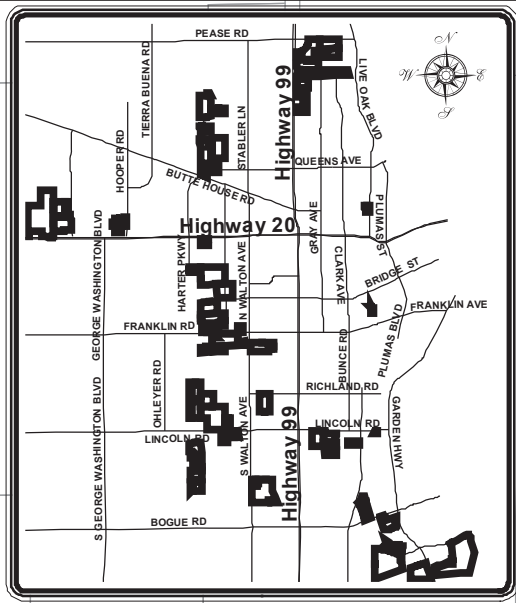
APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – District Maps

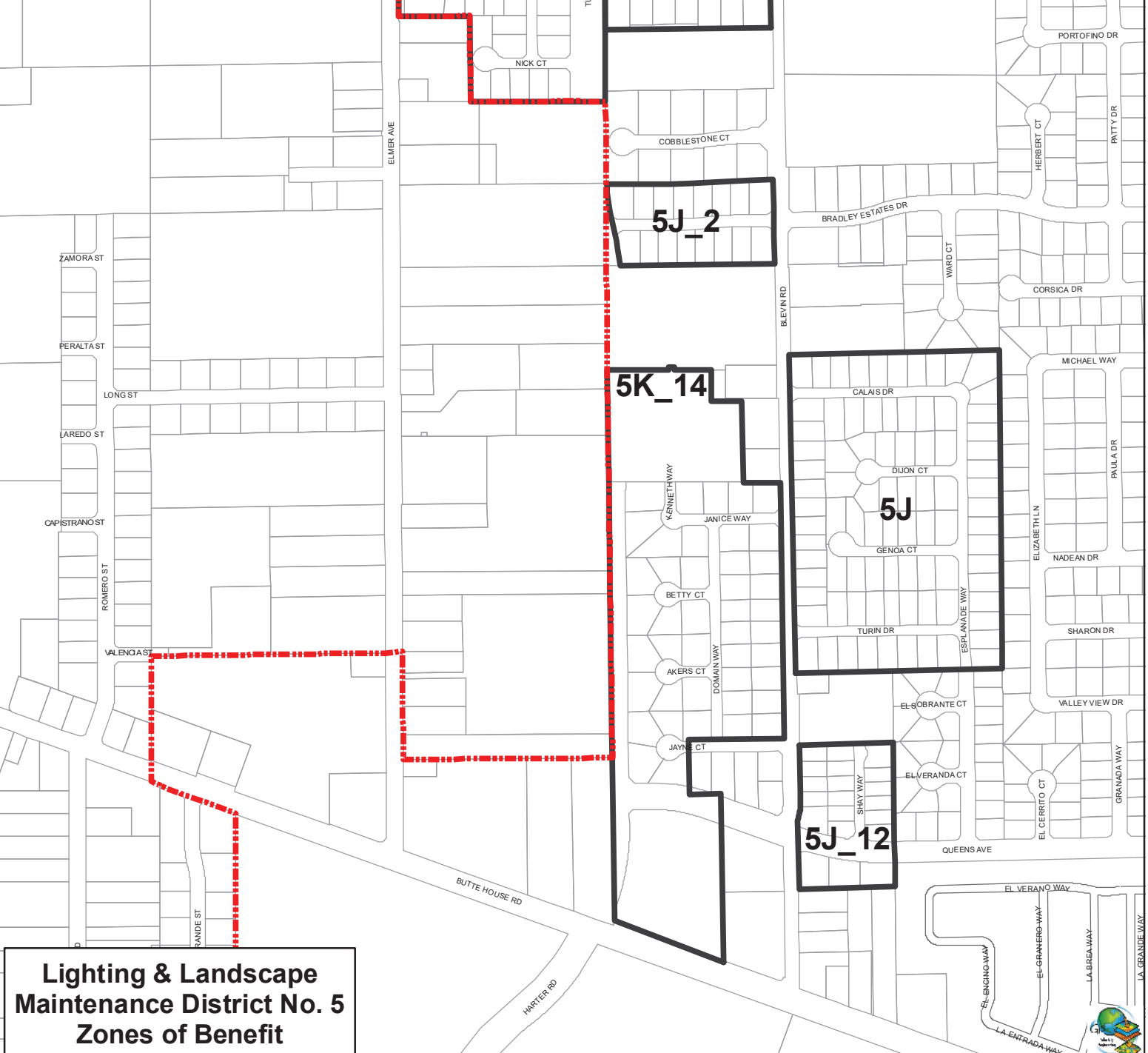
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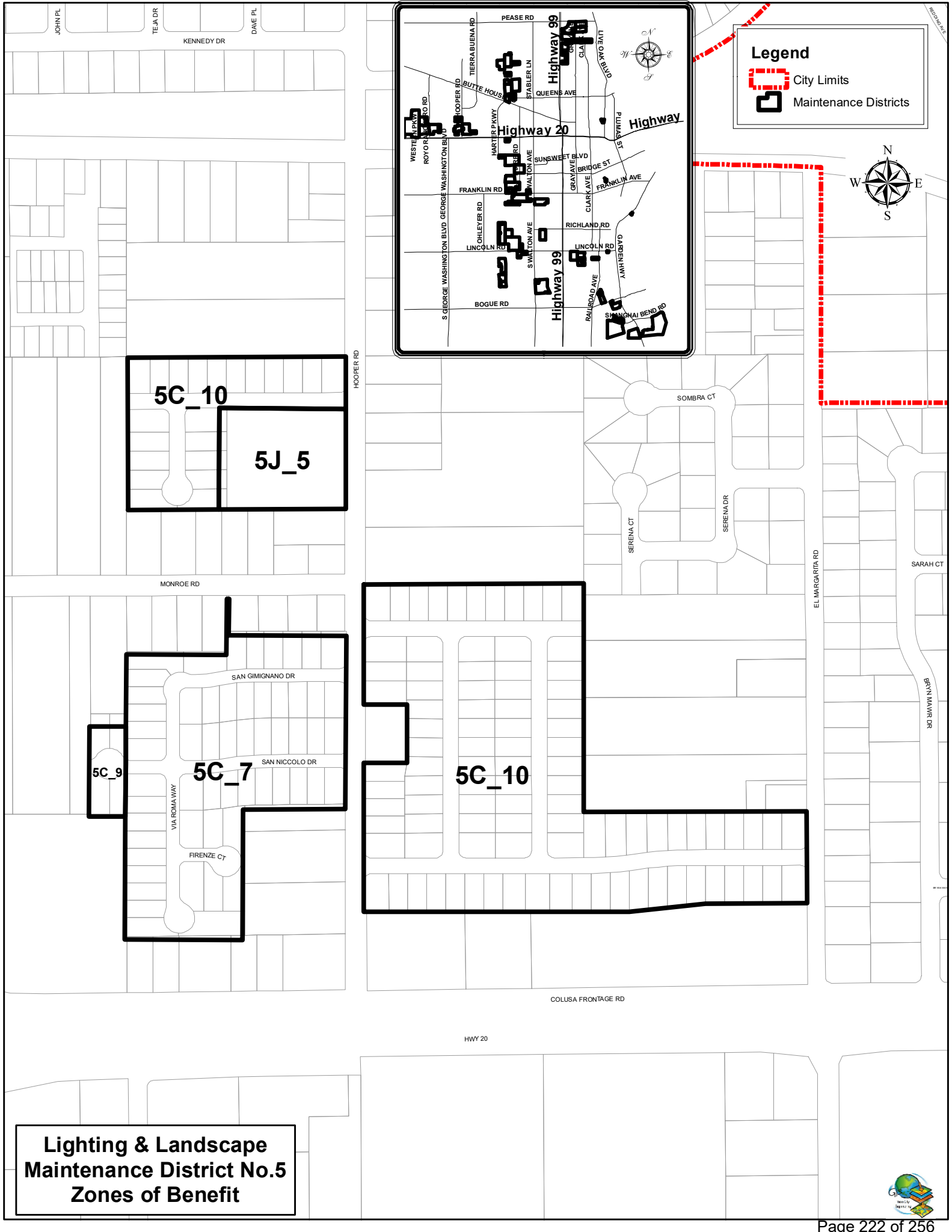
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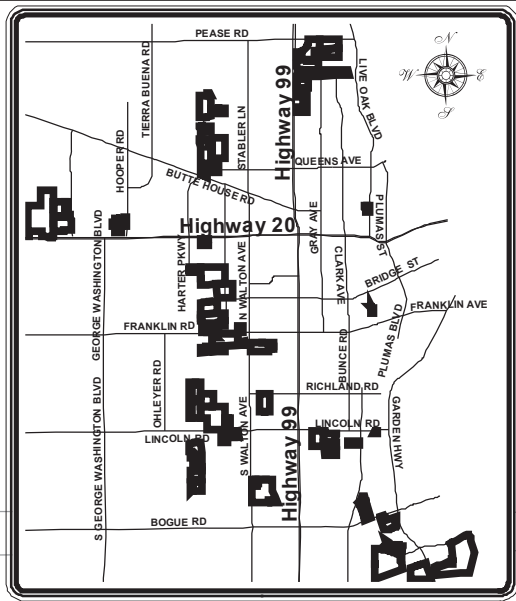
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 City Limits

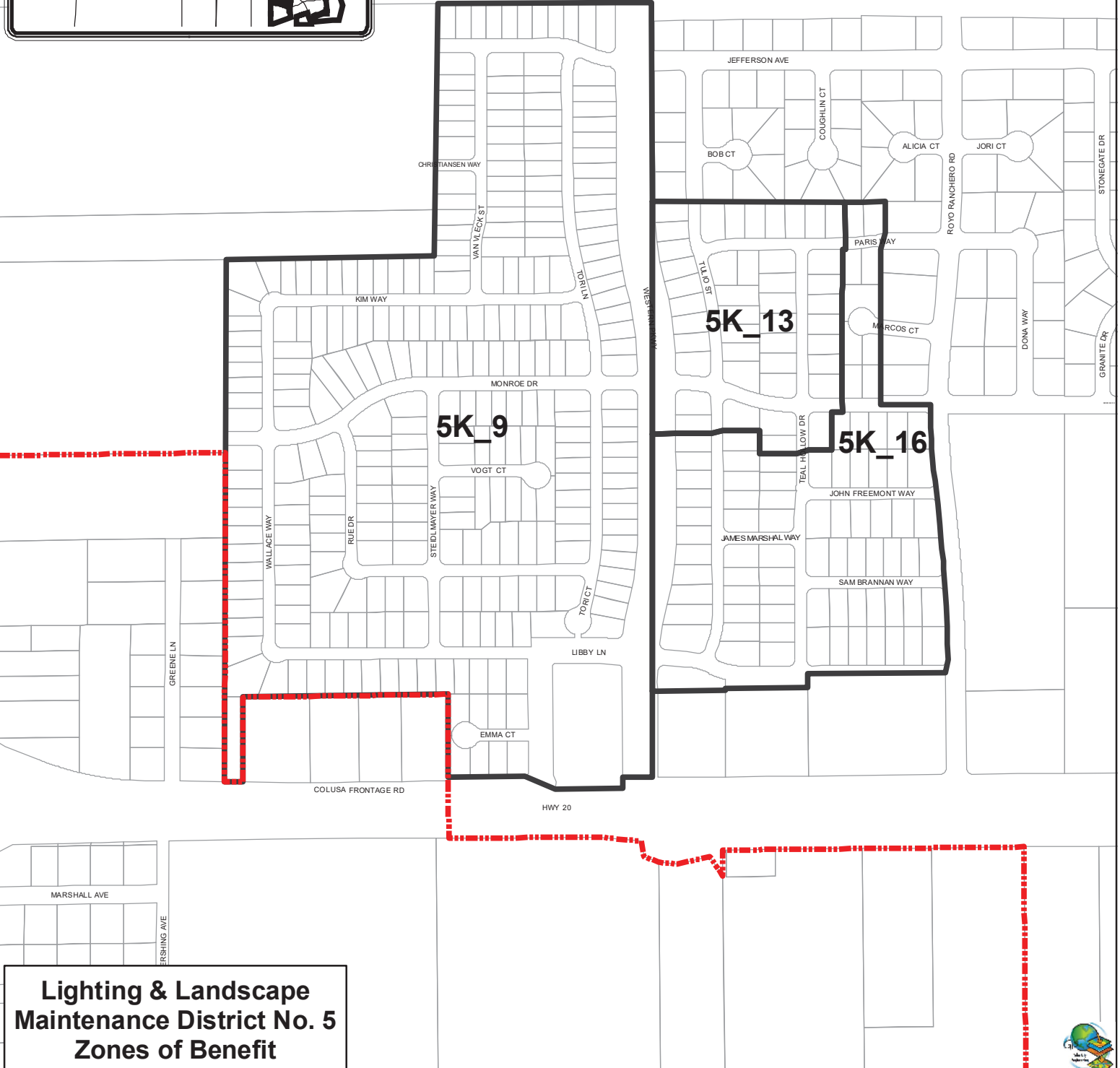


**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**

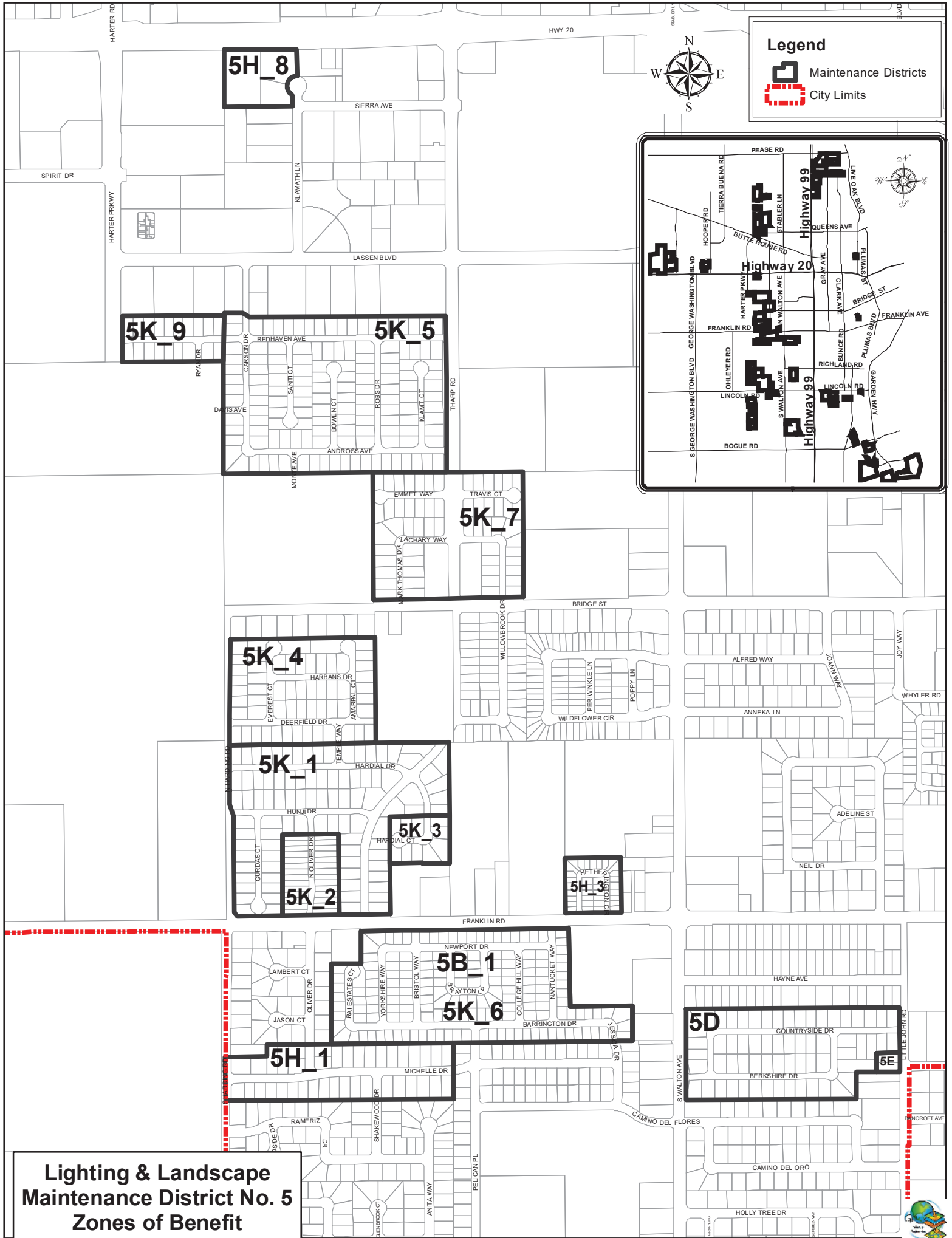


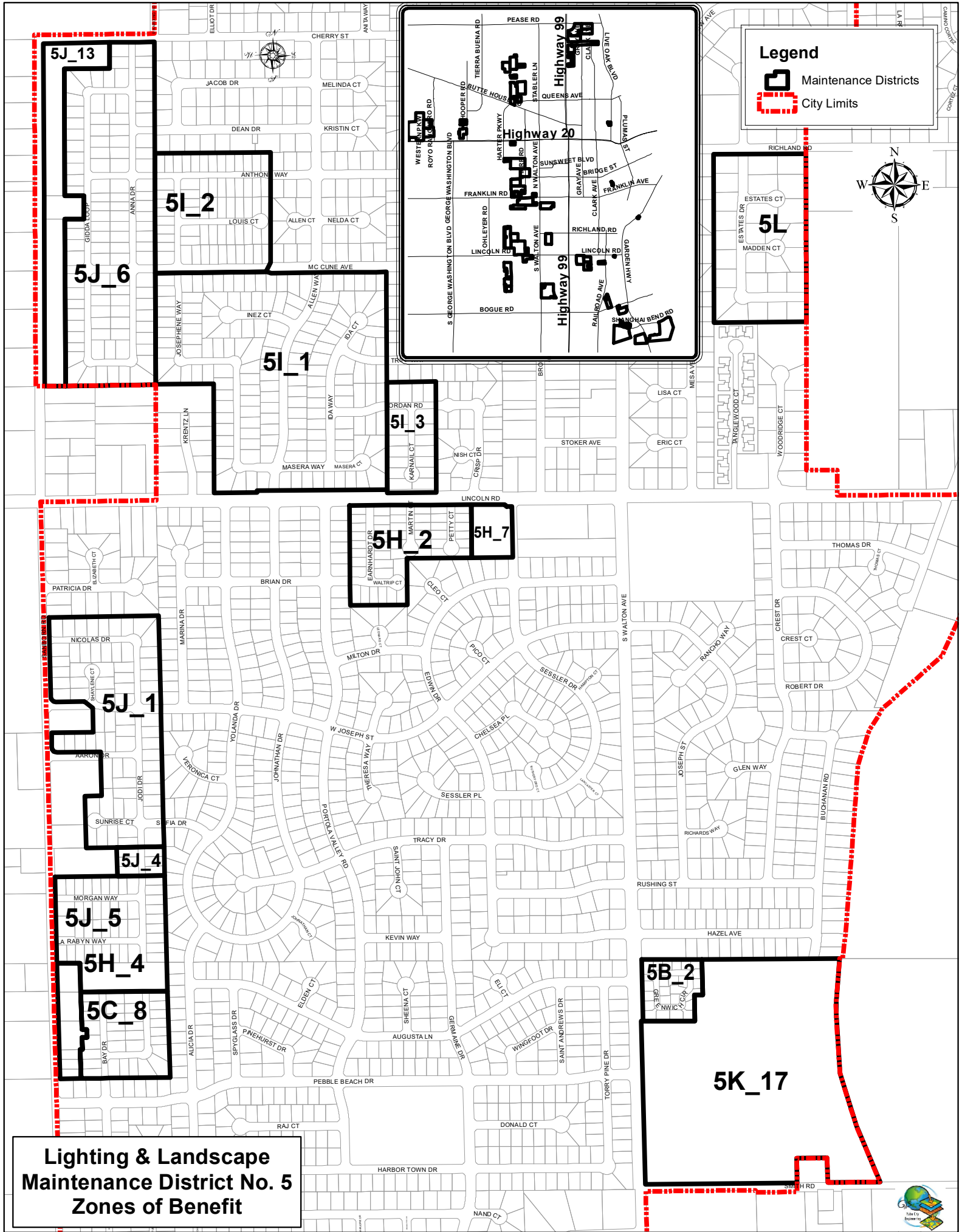


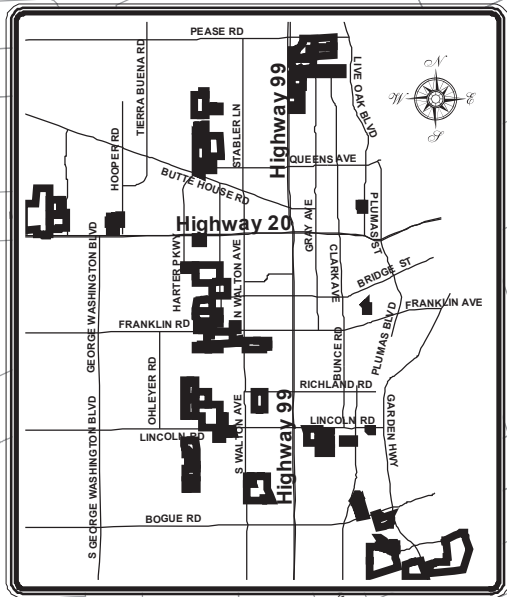
Legend
 Maintenance Districts
 City Limits



Lighting & Landscape
 Maintenance District No. 5
 Zones of Benefit





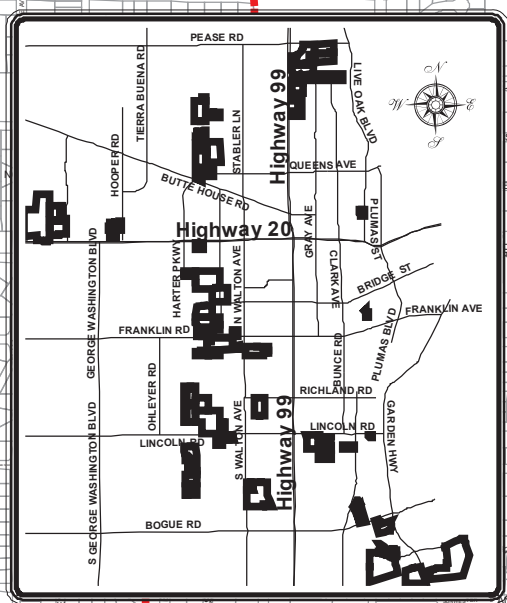


Legend

- Maintenance Districts
- City Limits

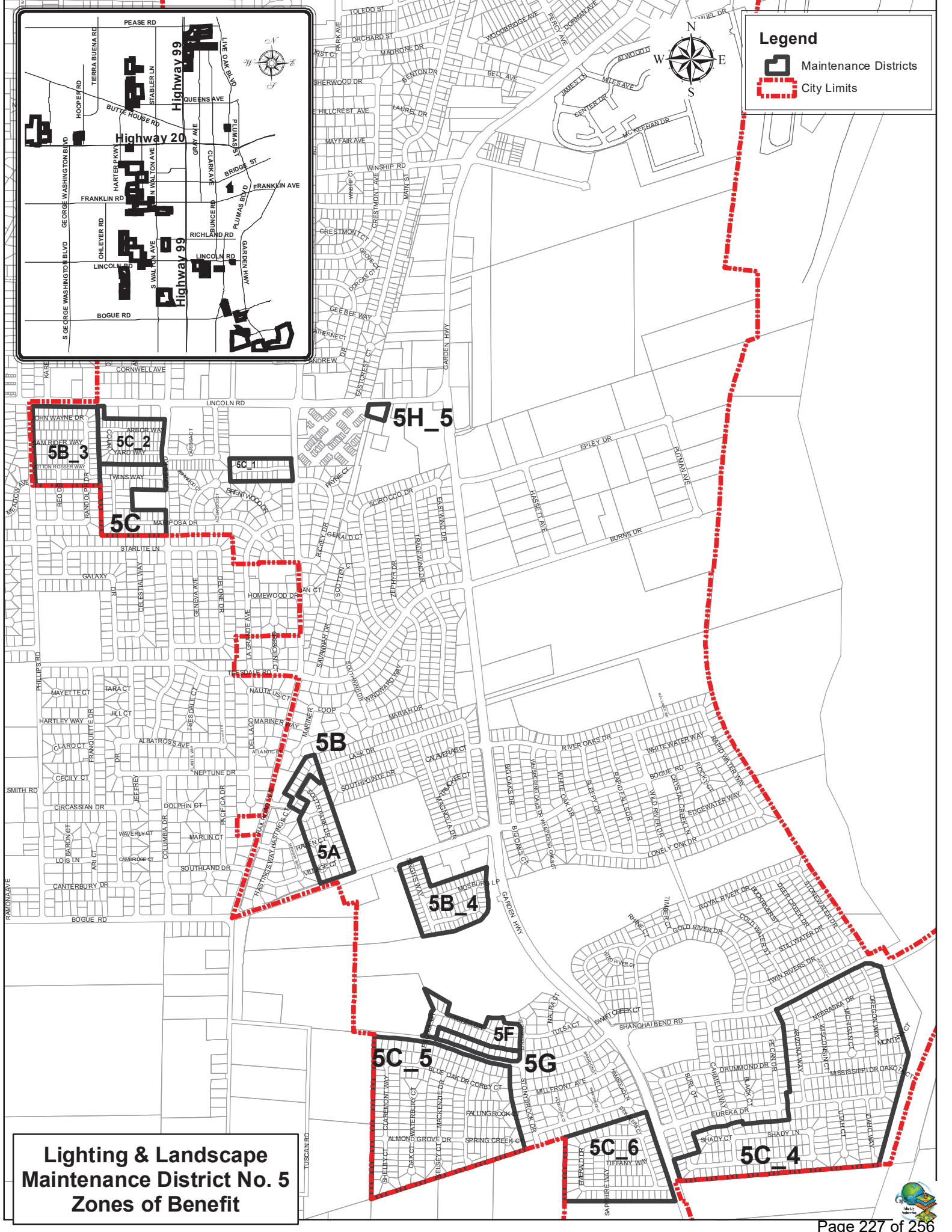


**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**



Legend

- Maintenance Districts
- City Limits



**Lighting & Landscape
Maintenance District No. 5
Zones of Benefit**

ATTACHMENT 2

DISTRICT 5-6 PROPOSED ASSESSMENTS

District	Zone of Benefit	FY 2026-27 Proposed Levy Rate (\$)	Change From Previous Year (\$)	Maximum Levy Rate Allowed (\$)
5	A	\$271.78	\$14.06	\$271.78
	B	\$91.22	\$2.12	\$91.23
	C_1-9	\$176.14	\$1.14	\$196.97
	C_10	\$127.58	\$12.58	\$127.59
	D	\$243.76	\$9.90	\$270.47
	E	\$111.70	\$2.60	\$111.70
	F	\$192.96	\$8.18	\$219.77
	G	\$68.70	\$1.60	\$68.71
	H_1-8	\$44.14	\$1.02	\$44.15
	H_9	\$97.44	\$2.28	\$97.44
	I	\$92.58	\$2.16	\$92.58
	J	\$186.94	\$19.54	\$248.06
	K 1-17	\$311.56	\$14.82	\$350.97
	K_18	\$311.56	\$14.82	\$463.07
	L	\$163.58	\$8.48	\$163.59
6	A_1	\$193.93	\$63.99	\$378.32
	A_2	\$193.93	\$63.99	\$378.32
	A_3	\$194.12	\$64.18	\$378.32
	B_1	\$608.30	\$14.18	\$608.30
	B_2	\$558.92	\$13.02	\$558.93
	B_3	\$384.50	\$8.96	\$384.50
	B_4	\$2,029.28	\$47.30	\$2,029.29
	B_5	\$0.00	\$0.00	\$579.80
	B_6	\$111.80	\$2.62	\$111.80
	B_7	\$111.80	\$2.62	\$111.80
	B_8	\$255.62	\$5.96	\$255.62
	B_9	\$506.06	\$11.80	\$506.07
	B_10	\$167.32	\$3.90	\$167.33
	B_12	\$192.84	\$4.50	\$192.85
	B_13	\$175.12	\$4.08	\$175.13
	B_14	\$197.88	\$4.62	\$197.88
	B_15	\$65.96	\$1.54	\$65.96
	C_1	\$97.04	(\$508.22)	\$619.71

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Yuba City Residential Street Light Maintenance Districts - Public Hearing

Recommendation: A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

Fiscal Impact: Receipt of assessments and expenditures of funds associated with residential street light maintenance districts throughout the City

Purpose:

To initiate proceedings for the continuation of the levy of Assessments for Fiscal Year 2026-27 within the Residential Street Light Maintenance Districts, pursuant to the provisions of the Benefit Assessment Act of 1982 and Article XIIID of the California Constitution.

Strategic Focus Area:

Levying Yuba City Residential Street Light Maintenance Districts (RSLMDs) addresses the City Council's Strategic Focus Area of infrastructure, as the levy of the RSLMDs will ensure that street lighting remains operational.

Background:

The City annually levies and collects special assessments in order to maintain and service streetlights in the Walton Avenue Area and Tierra Buena Area. The Districts were formed while the areas were under the County's jurisdiction, and the City took over the administration of the Districts when they were annexed into the City.

Analysis:

The Engineer's Annual Levy Reports (Reports) have been prepared and are on file in the City Clerk's Office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel.

Fiscal Impact:

Annual levies will remain unchanged for Walton Area. The annual levies for Tierra Buena Area will increase, but will be less than the maximum levy amount allowed for the District. The proposed levy amounts for each District are shown in Attachment 2.

The projected revenue, expenditures, and cash balance for the Districts are as follows:

District	Revenue	Expenditures	Projected Reserve Fund Balance as of 07/01/2027
Tierra Buena Area	\$30,905.58	\$22,234.84	\$133,046.03
Walton Area	\$81,677.48	\$90,533.76	(\$40,803.21)

The Walton and Tierra Buena RSLMDs were formed with no Cost of Living Adjustment (COLA) Factor. Therefore, the Districts' funding annually is based on dollar amounts set when the Districts' were originally formed. Operating costs for the Walton area have neared or exceeded the maximum levy for the district multiple times over the past ten years. Additionally, operating costs for Walton have increased while operating costs for Tierra Buena have decreased after FY 2015-16. The City believes that there is an error within PG&E's billing system. The City previously performed an internal audit to determine the cause of the discrepancy, and were not able to find the cause. If desired, Council may direct City staff to perform another internal audit, inclusive of site visits, to determine the cause of the discrepancy and correct any billing issues moving forward.

In order to ensure adequate funding for the lighting, staff would need to conduct a Proposition 218 hearing to modify the Districts for inclusion of COLAs. Currently, data is being analyzed across all Districts to consider options to remediate future funding issues. Once all data has been analyzed, staff will present findings and recommendations to Council for their review.

Alternatives:

1. Council may direct the modification of the assessment amounts which will affect future revenue and expenditure amounts in FY 2026-27, or cancel the Districts and find alternative funding sources to operate the streetlights.
2. Council may direct City staff to follow legal procedures in order to modify the Residential Street Light Maintenance Districts to include Cost of Living (COLA) provisions.

Recommendation:

A. Conduct a Public Hearing

B. Adopt a Resolution confirming and ordering the annual levy of assessments for Fiscal Year 2026-27 within Yuba City Residential Street Light Maintenance District No. 1 (Tierra Buena) and Residential Street Light Maintenance District No. 1 (Walton Area)

Attachments:

1. Attachment 1 - Resolution RSLMD Public Hearing
2. Exhibit A - District Maps RSLMDs
3. Attachment 2 - Proposed Assessments - RSLMDs

Prepared By:
Tami Omand

Submitted By:
Robert Bendorf

Administrative Analyst

City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING THE ANNUAL LEVY OF ASSESSMENTS FOR FISCAL
YEAR 2026-27 WITHIN YUBA CITY RESIDENTIAL STREET LIGHT MAINTENANCE
DISTRICT (WALTON AREA) AND YUBA CITY RESIDENTIAL STREET LIGHT
MAINTENANCE DISTRICT (TIERRA BUENA AREA) PURSUANT TO THE BENEFIT
ASSESSMENT ACT OF 1982**

WHEREAS, the City Council of the City of Yuba City previously formed Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.6, Section 54703 et seq. (hereafter referred to as the "Act"); and

WHEREAS, a Report (hereafter referred to as the "Formation Report") was prepared, filed and approved by the City Council in connection with each of the Districts and the levy of said assessments, pursuant to Section 54716 of said Act; and

WHEREAS, the City Council conducted property owner protest proceedings relating to the improvements and services described in the Formation Report and the levy and collection of annual assessments and an assessment range formula related thereto for each of the Districts in accordance with the provisions of the California Constitution Article XIID and Proposition 218; and

WHEREAS, pursuant to the Act, after the first year's levy of assessments, the City Council may annually thereafter determine the cost of the services to be financed by the assessments and by ordinance or resolution determine and impose the assessments as approved by the property owners in conjunction with formation of the Districts; and

WHEREAS, the Council directed and authorized the City Engineer to assist with the calculation and establishment of the assessments and to prepare and file a budget report(s) (hereafter referred to as the "Engineer's Report") with the City Clerk, generally describing how the Districts were formed, the improvements and services within the Districts, the method of apportionment and dispensation of the benefits, and the budget containing the costs and proposed levy amounts for funding the benefits and the assessment roll; and

WHEREAS, the Engineer's Reports outlining the proposed expenses and annual assessments for the Districts have been prepared and presented to the City Council for review and filed with the City Clerk; and

WHEREAS, the City Council now desires to impose the annual assessment for each District at an amount not to exceed the maximum amount previously approved by the voters; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on July 21, 2026 at 6:00 p.m., in the City Hall council chambers to consider the proposed annual levy of assessments for each of the Districts; and,

WHEREAS, on July 21, 2026, all interested persons were afforded the opportunity to comment in protest or support of the assessments; and

WHEREAS, the City Council has carefully examined and reviewed the Engineer's Report, which serves as the budget report, as presented and is satisfied that the assessments have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the Districts therein; and

WHEREAS, the City Council now desires to levy the annual assessment for Fiscal Year 2026-27 for the Districts.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention, to order the levy of and to collect assessments against the assessable lots and parcels of property within existing assessment districts designated Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2026 and ending June 30, 2027, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.
3. The boundaries of the Districts are generally located and depicted in "Exhibit A" attached hereto.
4. The proposed improvements are briefly described as follows: the operation of residential street lights.
5. The assessments to be levied and collected against the assessable lots and parcels of property within Yuba City Residential Street Light Maintenance District (Tierra Buena Area) for Fiscal Year 2026-27 are proposed to increase from the previous year as described in the Engineer's Report but are still within or less than the amount approved for the District. The assessments to be levied and collected against the assessable lots and parcels of property within Yuba City Residential Street Light Maintenance District (Walton Area) are proposed to remain the same as compared to the assessments levied and collected for Fiscal Year 2025-26.
6. The City Council has reviewed the Engineer's Report, which serves as the budget report, in connection with each of the Districts and the levy and collection of assessments proposed for Fiscal Year 2026-27. Based upon its review of the Budget Report, the City Council hereby finds and determines that:
 - a. The territory of land within each of the Districts will receive special benefits from the operation, maintenance and servicing of the street light system

and the appurtenant improvements and facilities related thereto within that District; and,

- b. The net amount to be assessed upon the lands within each of the Districts, in accordance with the proposed Engineer's Report (commencing July 1, 2026 and ending June 30, 2027) shall be apportioned by a formula and method which fairly distributes the net amount among the eligible parcels within that District in proportion to the special benefits to be received by each parcel from the improvements and services as defined in the original Engineer's Report first prepared and filed pursuant to Section 54716 of Act, and is satisfied that the assessments are levied without regard to property valuation.
7. The budget and assessments for each of the Districts for Fiscal Year 2026-27 as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.
8. The Council finds that the hearing on said annual levy of assessment for the Districts was held in accordance with law and all persons desiring to speak were heard.
9. The Engineer's Report, the diagram for the assessment district and the assessment of the estimated costs of the improvements contained therewith and each and every part of said Report, is adopted and approved for each District, and that the assessment of the total amount of the costs and the individual assessments thereof upon the several subdivisions of lane expenses, respectively, from said improvements, and of the expenses incidental thereto, be and the same hereby is finally approved and confirmed as the assessment to pay the costs. The assessment within Yuba City Residential Street Light Maintenance District (Tierra Buena Area) for Fiscal Year 2026-27 are proposed to increase from the previous year as described in the Engineer's Report but are still within or less than the amount approved for the District. The assessments to be levied and collected against the assessable lots and parcels of property within Yuba City Residential Street Light Maintenance District (Walton Area) are proposed to remain the same as compared to the assessments levied and collected for Fiscal Year 2025-26.
10. The Council hereby orders the levy of the assessments described in said Resolution of Intention and the Engineer's Report for each District. As the levies are consistent with the amounts approved with the formation of each District and remain the same or increased from the previous year, but still within or less than the amounts approved for the Districts, the assessments are exempted from the requirements of Article XIII Section D of the California Constitution (Proposition 218).
11. The City Council hereby orders the Districts improvements as indicated in the Engineer's Report, to be made and authorizes and directs the City Clerk or

designee to file the levy with the County Auditor/Controller for Fiscal Year 2026-27.

- 12. The County Auditor/Controller of Sutter shall enter on the County Tax Roll opposite each identified parcel of land the amount of the levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
- 13. The adoption of this Resolution constitutes the levy of the annual assessment for the fiscal year commencing July 1, 2026 and ending June 30, 2027 for the Districts.

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 21st day of July, 2026.

AYES:

NOES:

ABSENT:

ATTEST:

Ciara Wakefield, City Clerk

Marc Boomgaarden, Mayor

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

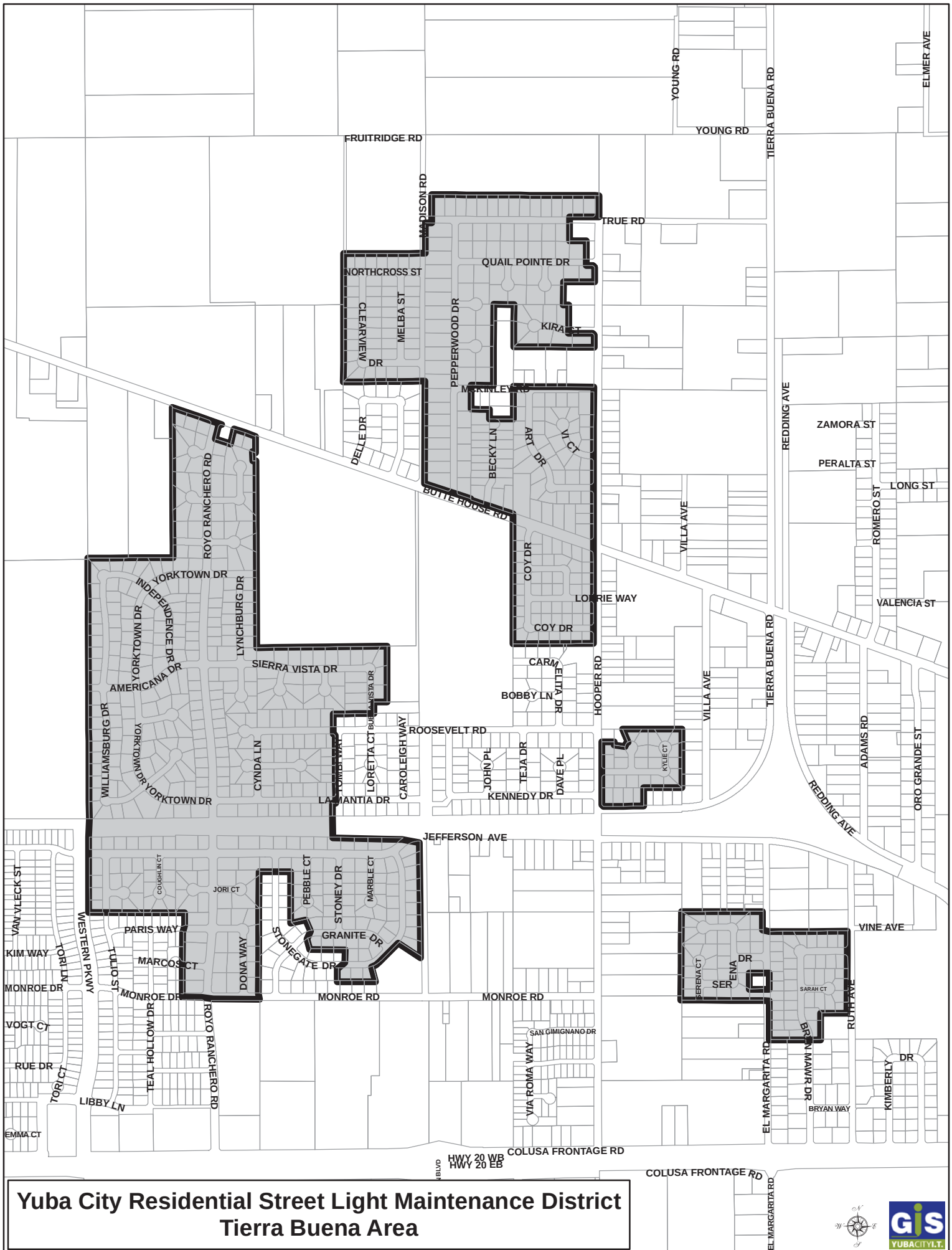
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – District Maps

EXHIBIT A





**Yuba City Residential Street Light Maintenance District
Tierra Buena Area**

ATTACHMENT 2

PROPOSED ASSESSMENTS

WALTON RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment FY26/27 (per single unit - \$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
Bogue Ranch	\$37.00	\$0.00	\$37.00
Bogue Ranch II	\$59.40	\$0.00	\$59.40
Cypress	\$41.74	\$0.00	\$41.74
Hampton Estates I	\$45.58	\$0.00	\$45.58
Hampton Estates II	\$41.80	\$0.00	\$41.80
Kushlia Village	\$62.00	\$0.00	\$62.00
Lincoln Park II	\$52.56	\$0.00	\$52.56
Lincoln Pointe	\$51.48	\$0.00	\$51.48
Lincoln Village I	\$61.44	\$0.00	\$61.44
Lincoln Village II	\$50.78	\$0.00	\$50.78
Meadowood I	\$73.12	\$0.00	\$73.12
Meadowood II	\$111.88	\$0.00	\$111.88
Orchard II	\$62.92	\$0.00	\$62.92
Orchard III	\$34.60	\$0.00	\$34.60
Ravenwood I	\$54.06	\$0.00	\$54.06
Ravenwood II	\$67.28	\$0.00	\$67.28
Ravenwood III	\$40.40	\$0.00	\$40.40
Sanborn Estates	\$63.58	\$0.00	\$63.58
Sandpiper I, II, III	\$46.32	\$0.00	\$46.32
Sun Valley II	\$51.48	\$0.00	\$51.48
Sunrise Village	\$58.56	\$0.00	\$58.56
W Ranch Meadowood	\$67.06	\$0.00	\$67.06
Walton Park Estates	\$38.00	\$0.00	\$38.00
Walton Ranch	\$60.06	\$0.00	\$60.06
Woodside Village II	\$67.56	\$0.00	\$67.56

TIERRA BUENA RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment FY26/27 (per single unit - \$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
Bryn Mawr Estates III	\$35.66	\$4.92	\$61.22
Bryn Mawr Estates IV	\$38.18	\$5.28	\$65.52
Buena Vista I	\$20.96	\$2.90	\$36.04
Buena Vista II	\$48.86	\$6.74	\$83.90
Butte Rancho	\$39.24	\$5.42	\$67.38
Butte View Estates	\$51.90	\$7.16	\$89.10
Country Aire	\$45.28	\$6.26	\$77.72
Kira Estates	\$46.64	\$6.44	\$80.08
Loma Vista	\$47.96	\$6.62	\$82.36
Quail Pointe Estates	\$52.12	\$7.20	\$89.50
Ranchero II & III	\$63.44	\$8.76	\$108.90
Ranchero IV & VI	\$28.28	\$3.90	\$48.54
Ranchero Estates I	\$37.52	\$5.18	\$64.46
Ranchero Estates V	\$34.96	\$4.82	\$60.06
Rancho De Royo I Ph I	\$73.64	\$10.16	\$126.44
Rancho De Royo II Ph II	\$38.20	\$5.28	\$65.56
Skyview Place	\$47.70	\$6.58	\$81.90
Stonegate Village Unit I	\$34.54	\$4.76	\$59.32
Stonegate Village Unit II	\$30.22	\$4.18	\$51.90
Stonegate Village Unit III	\$24.18	\$3.34	\$41.58
Suburban Acres	\$28.52	\$3.94	\$49.00
Tara Estates	\$29.64	\$4.10	\$50.86
Teja IV	\$41.76	\$5.76	\$71.72
Walnut Acres	\$30.44	\$4.20	\$52.32

CITY OF YUBA CITY
STAFF REPORT

Date: July 21, 2026
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Development Services Director

Summary

Subject: Joint City/County Geographic Information System (GIS)
Recommendation: Approve a Geographic Information System (GIS) Use Agreement between the City of Yuba City and County of Sutter and authorize the Mayor to sign the agreement
Fiscal Impact: Funding of \$25,219 was included as part of the Fiscal Year 2026/27 budget for Development Services

Purpose:

To establish an agreement between the City of Yuba City and County of Sutter providing for a joint GIS system.

Strategic Focus Area:

This item facilitates the Council's strategic focus areas of Fiscal Responsibility and Workforce Excellence by enhancing the use of technology to reduce costs, improve employee experience and City Effectiveness by having a modern joint-use GIS system with current data sets that is available to City employees.

Background:

The City and Sutter County cooperate on issues of common purpose, to encourage efficiencies and reduce duplication of efforts where possible.

Geographic Information Systems, or GIS, is a computer-based system designed to manage and analyze data that is linked to specific locations. It is a technology that captures, stores, analyzes and visualizes geographically referenced data.

Yuba City has traditionally not had a person dedicated to manage and oversee such a system. The City's current Information Technology Manager has worked to fill this role, as time and priorities allow. However, the City's needs for GIS has grown, and the City has a need for a modern, contemporary system.

Analysis:

Sutter County maintains a robust GIS system that includes a current City/County parcel layer, current property ownership data and a wide range of data sets. The City could greatly benefit from having access to this existing information and not having to re-create certain information for its use.

The County has agreed to provide access to its system based on a proposed agreement having the following elements:

- The County will host City GIS layers on the County system. The City and County will gain access to each agency's publicly available GIS data.
- The City will be allowed remote access to the County GIS system from City computers and the City may modify its GIS layers but not County data without first obtaining County consent.
- The City will be able to utilize GIS data from the County's system, including County data, including any third-party software the City may use. An example of this is incorporating current property owner data into the Accela permitting system.
- Certain data that each agency maintains may be private information or pose a security risk to public infrastructure or facilities. Each agency will keep confidential any such information except as otherwise required by law.
- The County will maintain the GIS system compliant with State and Federal requirements including those related to software agreements, Americans with Disability Act (ADA) compliance and the City will cooperate with any such requirements when informed by the County.
- Finally, neither party will be responsible for the disruption of the GIS system or inadvertent loss of data. Each party acknowledges reliance on data from the other is at-risk with no warranty or representation as to accuracy.
- If the Agreement expires or is terminated, the County will preserve the City's GIS data and cooperate to transfer it to a City GIS system, if desired by the City.

The cost to the City will be as follows for the next three years:

- Year 1 (FY 26/27) \$25,219 (includes initial set-up)
- Year 2 (FY 27/28) \$17,019
- Year 3 (FY 28/29) \$17,019

From an end-user perspective, once configured, when a City employee logs onto the system, the GIS will be configured and tailored to the City, including having a City logo on start-up and when printing maps from the system.

Fiscal Impact:

Costs associated with this Agreement will not impact the City General Fund. Existing fees collected by the Development Services Department as part of building permits will pay the annual cost to Sutter County.

Alternatives:

Do not approve the proposed GIS Use Agreement or provide alternate direction to staff.

Recommendations:

Approve a Geographic Information System (GIS) Use Agreement between the City of Yuba City and County of Sutter and authorize the Mayor to sign the agreement.

Attachments:

1. Proposed Agreement

Prepared By:

Doug Libby, AICP
Director of Development Services

Submitted By:

Robert Bendorf
City Manager

Attachment 1

***GEOGRAPHIC INFORMATION SYSTEM (GIS) USE AGREEMENT
BETWEEN THE COUNTY OF SUTTER AND THE CITY OF YUBA CITY***

This Use Agreement ("Agreement") is made and entered into by and between the County of Sutter, a political subdivision of the State of California ("County") and the City of Yuba City, a municipal corporation ("City") (each a "Party" and collectively, the "Parties").

RECITALS:

A. County owns, maintains and operates a Geographic Information System commonly referred to as GIS; and,

B. City has a need for GIS to create interactive maps, analyze spatial relationships, visualize complex data, and make informed decisions in areas such as planning, development, emergency management and logistics; and,

C. The Parties desire to make GIS available to the use of City for joint use, and to ensure the maintenance of City data provided to County. This Agreement is intended to formalize the understanding between the Parties regarding City's use of GIS.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and upon the terms and conditions set forth herein, the Parties hereby agree as follows:

1. Use of GIS. Use and maintenance of the GIS shall comply with the following:

- a. County grants to City the right to use, under the terms and conditions in this Agreement, County's GIS system.
- b. County agrees to host City GIS layers on County's system.
- c. County will make available and allow City access to all County publicly-available GIS layers, including remote access to the GIS system via City computers, and City may add, edit, delete, or modify City GIS layers located within City's jurisdiction. City may not add, edit, delete, or modify County GIS layers without County consent. County shall have access to all City publicly-available GIS layers and may not add, edit, delete, or modify City GIS layers located within City's jurisdiction without City consent.
- d. County agrees City may use GIS data and information from County's

system, including County data, including in any third-party software the City may utilize.

- e. Certain data provided by County or City may be private information or pose a security risk to public infrastructure or facilities. Each Party shall keep confidential any such information except as otherwise required by law.
- f. County shall keep the overall GIS system in compliance with any software, State, or federal requirements, including those related to software agreements, Americans with Disability Act (ADA) requirements, etc. City shall cooperate in the compliance of any such requirements when informed by County of specific requirements for the same.
- g. Each Party shall maintain their own records for their own jurisdictions. For the purposes of the Public Records Act, each Party shall be solely responsible for responding to requests for data within its own jurisdiction.
- h. Neither Party shall be responsible to the other for the disruption of the GIS system, or inadvertent loss of data. Both Parties acknowledge that reliance on data from the other (including either a County or City layer) is at-risk with no warranty or representation as to accuracy.
- i. If this Agreement expires or otherwise terminates, County shall preserve the City's GIS layers and cooperate with City to transfer City's data for preservation, including to a City GIS system if desired by City. Once said transfer has been completed, County shall have no duty to preserve City GIS layers.

2. Effective Date. This Agreement shall be approved by the Board of Supervisors of the County of Sutter and the City Council for the City of Yuba City and shall become effective upon final execution by all parties hereto.

3. Term. This Agreement shall continue for four years in accordance with the terms of this Agreement.

4. Use Fee. City shall pay to County, without demand, an annual Use Fee in the lump sum amount of \$25,219 in Year 1, \$17,019 in Year 2, \$17,019 in Year 3, and \$17,019 in Year 4. The Use Fee shall be due on August 1st each year.

5. Indemnification. Both Parties agree to indemnify, save, hold harmless and defend the other Party, its officers, agents, employees and volunteers from any and all costs, expenses, damages, liabilities, claims, and losses occurring or resulting from, the negligent or wrongful acts of their officers, agents, employees and volunteers in connection with this Agreement.

6. Insurance. City agrees to maintain an insurance, self-insurance, or

other coverage program adequate to cover its liabilities arising out of the use of the GIS or performance under this Agreement, including worker's compensation. The City hereby agrees to waive rights of subrogation which any insurer of City may acquire from City by virtue of the payment of any loss. City agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

7. Notices. All correspondence regarding this Agreement, including any payments, notices, or demands shall be directed to the following persons at the following addresses either by personal delivery (including overnight delivery services) or by U.S. Mail, postage prepaid:

County: General Services Director
County of Sutter
146 Garden Hwy
Yuba City, California 95991

City: Development Services Director
City of Yuba City
1201 Civic Center Blvd
Yuba City, California 95993

8. Termination. Either party hereto may at any time, at its sole discretion and for any cause whatsoever, terminate this Agreement upon twelve (12) months prior written notice. If such a year is for a shorter period than that paid for by the User Fee, County shall either refund City the pro-rata share of the User Fee for the unused period of time caused by the termination or City may offset the same in its final payment of the User Fee.

9. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

10. Compliance with Law. County and City shall each comply with all Federal, State, and local statutes, ordinances, regulations, rules and orders that concern the use of the GIS.

11. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

12. Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

13. Cumulative Rights. The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise required by law or identified as such in this Agreement.

14. Amendments. Modifications or amendments to this Agreement shall be in writing and executed by both parties.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

16. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

17. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply in interpreting this Agreement.

18. Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees and costs, whether or not the matter proceeds to judgment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first written above.

COUNTY OF SUTTER

CITY OF YUBA CITY

By: _____

By: _____

CHAIRPERSON, SUTTER COUNTY
BOARD OF SUPERVISORS

MAYOR, CITY OF YUBA CITY

DATED: _____

DATED: _____

ATTEST:

ATTEST:

DONNA JOHNSTON
SUTTER COUNTY CLERK

By: _____

CIARA WAKEFIELD
CITY CLERK

By: _____

APPROVED AS TO FORM:

By: _____
SUTTER COUNTY COUNSEL

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

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