



AGENDA

JUNE 7, 2022

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

5:00 P.M. CLOSED SESSION:
SUTTER ROOM/VIRTUAL

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

MAYOR	• Dave Shaw
VICE MAYOR	• Wade Kirchner
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Grace Espindola
COUNCILMEMBER	• Shon Harris
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible



*If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to assist you. Please contact City offices at (530) 822-4817 at least 72 hours in advance so such aids or services can be arranged. **City Hall TTY: 530-822-4732***

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
JUNE 7, 2022
5:00 P.M. CLOSED SESSION:
SUTTER ROOM/VIRTUAL

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

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_rrTb6MeFTtegKob5d7VCig. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

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

Closed Session

- A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCS
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees
- B. Public Employee Performance Evaluation (Pursuant to Government Code §54957(b)(1).)
Position: City Manager

Regular Meeting

Call to Order

Roll Call

- ☐ Mayor Shaw
- ☐ Vice Mayor Kirchner
- ☐ Councilmember Boomgaarden
- ☐ Councilmember Espindola
- ☐ Councilmember Harris

Invocation/Inspiration

Pledge of Allegiance to the Flag

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

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. Open Counter Presentation

Public Communication

2. Appearance of Interested Citizens

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

Consent Calendar

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

3. Minutes of May 10, 11, 17, and 24, 2022

Recommendation: Approve minutes of May 10, 11, 17, and 24, 2022

4. Domain Estates Phase 3 (Subdivision Agreement and Final Map Approval)

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with Crowne Communities Domain Estates LLC providing for public improvements associated with the Domain Estates Phase 3 Subdivision Map, approving the Domain Estates Phase 3 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located west of Blevin Road and north of Janice Way)

5. Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (Domain Estates – Unit III)

Recommendation: Adopt a Resolution confirming and ordering annexation of the parcel associated with the Domain Estates – Unit III Development, APN 59-530-027 into the existing Yuba City

Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

6. Cooperative Agreement – City/County Sanborn Road Project

Recommendation: Adopt a Resolution authorizing the Public Works Director to execute a Cooperative Agreement with the County of Sutter for roadway improvements associated with the City's portion of Sanborn Road in the County's FY2020-21 Road Overlay Project

7. 2022 Striping and Marking Project (Plans & Specifications)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the 2022 Striping and Marking Project

8. Proposed City Hall Holiday Closures

Recommendation: Adopt a Resolution authorizing the closure of City Hall for Monday, November 21, 2022 through Friday, November 25, 2022 and for Monday, December 26, 2022 through Monday, January 2, 2023

9. Approve PARS Amended and Restated Plan Document

Recommendation: Adopt a Resolution:

A. Approving the PARS Amended and Restated Plan Document

B. Authorizing the City Manager to execute the PARS Amended and Restated Plan Document on behalf of the City

10. Salary Schedule Changes

Recommendation: Adopt a Resolution:

A. Approving an updated City salary schedule that eliminates unused classifications and includes one title change

B. Approving removal of the salary schedule item tied to the five (5) percent salary increase for the Fire Captain temporarily assigned by the Fire Chief to Fire Prevention (so that the increase can more properly be accounted for and report to CalPERS as a special compensation item)

C. Approving side letters with bargaining units incorporating salary schedule changes

11. Fire Mutual Aid Deployment Staffing and Compensation Policy

Recommendation: Adopt a Resolution approving Side Letters with the Mid-Manager group and Fire Management group, and an Amendment to Chief Alexander's Employment Agreement, Exhibit B

12. Yuba City Firefighters' Local 3793 Wage Reopener Side Letter

- Recommendation: A. Adopt a Resolution approving a wage reopener side letter with Yuba City Firefighters' Local 3793
- B. Approve a supplemental appropriation to 2310-61210 in the amount of \$942,900
- C. Approve a supplemental appropriation to 2310-61430 in the amount of \$236,000
- D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$1,178,900

13. Public Employees Union, Local 1 Wage Reopener Side Letter

- Recommendation: A. Adopt a Resolution approving a wage reopener side letter with the Public Employees Union, Local 1
- B. Approve supplemental appropriations as required to the impacted divisions in the five funds: General, Water, Wastewater, SASA, and Vehicle Maintenance
- C. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$388,000

Business Items

14. Adoption of the City of Yuba City's Fiscal Year 2022-2023 Operating and Capital Budgets and Fiscal Year 2022-2023 Appropriations Limit

- Recommendation: A. Adopt a Resolution approving the proposed Fiscal Year 2022-2023 Operating Budget
- B. Adopt a Resolution approving the Fiscal Year 2022-2023 Capital Improvement Project Budget. Project Summaries by Funding Source are attached to the Resolution
- C. Adopt a Resolution approving the City's Appropriations Limit for Fiscal Year 2022-2023

15. Mayor/Vice-Mayor Rotation Policy

- Recommendation: A. Introduce an Ordinance of the City Council of the City of Yuba City, California, Amending Section 2-1.01(g) of Chapter 1 of Title 2 of the Yuba City Municipal Code (Mayor/Mayor Pro-Tem Rotation) by title only and waive the first reading
- B. Adopt a Resolution of the City Council of the City of Yuba City, California, establishing a process for selection of Mayor and Vice Mayor for a District-based system of elections, with the requirement the Mayor must have served on the Council within the last ____ years, and the Vice Mayor within the last ____ years, in order to be eligible for appointment

Future Agenda Items

16. Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris
- Vice Mayor Kirchner
- Mayor Shaw

Reports and Communications

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

17. City Manager's Report

18. City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment



Clint Knittle, Director of Sales will be presenting a demonstration on Open Counter.

Here is the link to their website – [WEBSITE](#)

OpenCounter
131 Dartmouth Street, 3rd Floor
Boston, MA 02116

800-216-7360
<https://opencounter.com/>

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

Or email to:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes of May 10, 11, 17, and 24, 2022
Recommendation: Approve minutes of May 10, 11, 17, and 24, 2022
Fiscal Impact: N/A

Attachments:

1. 05-10-2022 - Special Closed Session Minutes (DRAFT)
2. 05-11-2022 - Special Meeting Workshop Minutes (DRAFT)
3. 05-17-2022 - Regular Meeting Minutes (DRAFT)
4. 05-24-2022 - Special Meeting Budget Workshop Minutes (DRAFT)

Prepared By:
 Ciara Wakefield
 City Clerk Administrator

Submitted By:
 Diana Langley
 City Manager

ATTACHMENT 1

MINUTES (DRAFT)
NOTICE AND CALL OF SPECIAL MEETING
MAY 10, 2022
5:30 P.M. – CLOSED SESSION

Special Closed Session – Sutter Room/Virtual

The Special Meeting of the City Council was called to order in the Sutter Room by Mayor Shaw at 5:31 PM

Roll Call:

Present: Mayor Shaw, Vice Mayor Kirchner, Councilmembers Boomgaarden, Espindola and Harris

Absent: None

Closed Session

- A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCS
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

No reportable action

Adjournment

[Councilmember Espindola departed the meeting at 6:25 PM]

Mayor Shaw adjourned the Special Closed Session Meeting at 7:20 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (DRAFT)
NOTICE AND CALL OF SPECIAL MEETING
MAY 11, 2022
7:00 A.M. – SPECIAL MEETING

Special Meeting – Harvest Room

Mayor Shaw called the Special Meeting of the City Council to order at 7:30 AM

Roll Call:

Present: Mayor Shaw and Councilmembers Kirchner, Boomgaarden, Espindola and Harris

Absent: None

Business from the Council

1. City Council Team Building and Training Workshop

Facilitated by Juan Lopez, Amistad and Associates

Adjournment

The Special Meeting was adjourned by Mayor Shaw at 1:05 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 3

MINUTES (draft)
CITY COUNCIL - CITY OF YUBA CITY
REGULAR MEETING – MAY 17, 2022
5:00 P.M. CLOSED SESSION:SUTTER ROOM/VIRTUAL
6:00 P.M. REGULAR MEETING COUNCIL CHAMBERS/VIRTUAL

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Shaw at 5:00 PM

Roll Call

Present: Mayor Shaw, Vice-Mayor Kirchner, and Councilmembers Boomgaarden, Espindola, and Harris

Absent: None

Closed Session

- A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCS
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

No public comment received

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:03 PM

Roll Call

Present: Mayor Shaw, Vice-Mayor Kirchner, and Councilmembers Boomgaarden, Espindola, and Harris

Absent: None

Invocation/Inspiration

Dan Callahan, First Baptist Church of Yuba City

Pledge of Allegiance to the Flag

Scott Chandler, Deputy Director Public Works - Maintenance

City Attorney's Report on Closed Session Items

No reportable action was taken

Agenda Modifications/Approval of Agenda

No changes were made

Ceremonial Presentations

1. Sutter Marine, Inc., Retirement Proclamation

Mayor Shaw presented a proclamation to Brian and Charlene Tahara, owners of Sutter Marine, Inc.

2. National Public Works Week Proclamation

Mayor Shaw presented a proclamation to Ben Moody, Director of Public Works and Public Works staff.

3. National Police Week Proclamation

Mayor Shaw presented a proclamation to Chief Baker and Police Department staff.

4. Open Counter Presentation

No presentation given. Continued to next regular meeting: 6/7/22.

5. Sam Brannan Park Presentation

Brad McIntire, Community Services Director gave a presentation.

Public Communication

6. Appearance of Interested Citizens

Raji Tumber spoke
Piara Johl spoke
Tej Mann spoke

Consent Calendar

Councilmember Espindola moved and Vice-Mayor Kirchner seconded the motion to:

7. Minutes of April 19, 2022

Approve minutes of April 19, 2022

8. Salary Schedule Modifications in the Police Department

Adopt a corrected Resolution amending the salary schedule and removing

assignment pay job class codes

9. Fire Management Memorandum of Understanding (MOU)

Adopt a Resolution approving the Memorandum of Understanding with the Fire Management group

10. Feather River West Levee Financing Authority Proposition 218 Property Owner Protest Ballots for City-Owned Property

Adopt a Resolution authorizing the City Manager to vote "yes" on the Proposition 218 Property Owner Protest Ballots for the Feather River West Levee Financing Authority's (FRWLFA) Operations and Maintenance Assessment for City-owned property

11. East Sanborn Estates Subdivision (Acceptance of Public Improvements)

Adopt a Resolution accepting certain street and related improvements pursuant to the East Sanborn Estates Subdivision Agreement with Interwest Homes Corp., and authorizing the Subdivider to file a Notice of Completion (Subdivision is located north of Jodi Drive, east of Sanborn Road, and south of La Rabyn Way)

12. Hooper Ranch Subdivision (Acceptance of Public Improvements)

Adopt a Resolution accepting certain street and related improvements pursuant to the Hooper Ranch Estates Subdivision Agreement with Riverland Homes, Inc., and authorizing the Subdivider to file a Notice of Completion. (Subdivision is located north of Monroe Road, west of Hooper Road, and south of Jefferson Avenue)

13. Domain Estates Phase 3 (Annexation #2 of property in CFD 2021-1)

Adopt a Resolution annexing a certain area, Domain Estates Phase 3, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the First Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

14. Faith Court Subdivision (Annexation #1 of property in CFD 2021-1)

Adopt a Resolution annexing a certain area, Faith Court Subdivision, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the First Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

15. Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 (Faith Court Subdivision)

Adopt a Resolution confirming and ordering annexation of the parcels associated with the Faith Court Subdivision, APNs 62-420-001 through 62-420-010 into the existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 and establishing a levy of assessments for the annexed territory

16. Title VI Implementation Plan Adoption

Adopt a Resolution which adopts the Title VI Implementation Plan, designates the Public Works Director as the Title VI Coordinator, and authorizes the Public Works Director to execute all necessary documents associated with the Plan

17. SB 1383 Recycled-Content Paper Procurement Policy

Establish an internal City policy for the procurement of recycled-content paper and paper products and necessary recordkeeping in accordance with Senate Bill 1383

18. FB 22-07 Chevrolet Tahoe Police Pursuit Purchase

- A. Adopt a Resolution awarding the purchase of one (1) additional 2WD Chevrolet Tahoe Police Pursuit vehicle to Wheeler Chevrolet of Yuba City, CA in the amount of \$42,613.07 (includes extended warranty), based on the Formal Bid (FB22-07) awarded pricing, and sole source the equipment purchase and installation to Cop Shop Installations of Yuba City, CA in the estimated amount of \$9,465.15
- B. Authorize the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the purchase of one (1) Chevrolet Tahoe Police Pursuit Vehicle in the amount of \$52,078.22

19. General Municipal Election November 8, 2022

- A. Adopt a Resolution calling and giving notice of the General Municipal Election to be held on Tuesday, November 8, 2022 for the election of three members of the City Council, and authorizing the Mayor to enter into an agreement for election services with Sutter County
- B. Adopt Resolution calling a special municipal election for ballot measures changing the offices of City Clerk and City Treasurer to appointed positions at the Statewide General Election to be held on November 8, 2022, and requesting Sutter County consolidate the election with the Statewide General Election

20. Approve Tenant Commissioner Appointment to the Regional Housing Authority

Approve the re-appointment of Suzanne Gallaty as the Tenant Commissioner to the Regional Authority of Sutter and Nevada Counties Board of Commissioners

The motion was passed with a unanimous vote

Business Items

21. Community Sponsorship Request

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

- A. Adopt a Resolution to approve a monetary Sponsorship request from the Downtown Business Association of \$10,500.00 for the sponsorship of the 2022

Summer Stroll

- B. Approve an In-Kind sponsorship request from the Downtown Business Association of \$1,900.00 for Public Works Services
- C. Authorize the Finance Director to record a supplemental appropriation in the amount of \$6,000.00 from Account No. 4120-66020 – Tourism

The motion was passed with a unanimous vote

22. Certifying Need for CalPERS 180-Day Wait Period Exception for Lynn Haile to be appointed as– Extra Help Accounting Manager

Councilmember Espindola moved and Councilmember Boomgaarden seconded the motion to:

Adopt a Resolution

- A. Certifying the need for exception of the CalPERS 180-day wait period for Lynn Haile to be appointed as Extra Help- Accounting Manager
- B. Approving the employment agreement and appointing Lynn Haile as provided in the Resolution following approval by CalPERS

The motion was passed with a unanimous vote

23. Two (2) Dump Truck Chassis and (1) Aerial Tree Truck Award

Councilmember Espindola moved and Vice-Mayor Kirchner seconded the motion to:

- A. Adopt a Resolution awarding the purchase of two (2) 10-yard dump trucks to PB Loader, of Fresno, CA, in the amount of \$360,933.92 plus a 10% contingency of \$33,119.08, and one(1) aerial tree truck to Terex Utilities, Inc., of Watertown, SD, in the amount of \$250,504.90 plus a 10% contingency of \$23,357.10, all using Sourcewell contract pricing quotes and utilizing Section 9.8 of the Purchasing Policy finding it is in the best interest of the City
- B. Appropriate \$517,463.80 for the above purchases in the Vehicle Replacement Fund

The motion was passed with a unanimous vote

24. Development Impact Fees – Ad Hoc Committee

Vice-Mayor Kirchner moved and Councilmember Harris seconded the motion to:

Re-establish and designate two (2) Councilmembers to steer the Development Impact Fee Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by the Council

This motion was passed with 4 votes [Espindola abstained]

25. Barry Elementary School Waterline Extension Project (Plans & Specifications)

Councilmember Boomgaarden moved and Councilmember Espindola seconded the motion to:

Heather Esemann spoke

- A. Adopt a Resolution approving the plans and specifications for the Barry Elementary School Waterline Extension Project (15-06) and authorizing advertisement for bids on the project
- B. Adopt a Resolution designating and authorizing the Public Works Director to sign and enter into the Initial Drinking Water State Revolving Fund Construction Loan Funding Agreement, and any amendments made thereto, with the State Water Resource Control Board for construction of the Barry Elementary School Waterline Extension Project, subject to approval as to legal form by the City Attorney
- C. Adopt a Resolution authorizing the City Manager to execute an Out of Agency Water Service Agreement with Yuba City Unified School District in accordance with Sutter County Local Agency Formation Commission (LAFCO) requirements and the terms of the State Funding Agreement, subject to review and approval as to legal form by the City Attorney

The motion was passed with a unanimous vote

26. Mayor/Vice Mayor Rotation Policy Update to address By-District Elections

Manny Cardoza spoke
Heather Esemann spoke

Provide initial direction regarding updates to the Council's current process for selecting the Mayor and Vice Mayor positions given the City's change to election of Councilmembers by District

Future Agenda Items

27. Future Agenda Items

No suggestions

Reports and Communications

28. City Manager's Report

29. City Council Reports

- Councilmember Harris
- Councilmember Espindola
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 8:41 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 4

MINUTES (DRAFT)
BUDGET WORKSHOP - MAY 24, 2022
5:00 P.M. COUNCIL CHAMBERS/VIRTUAL

Special Workshop

Mayor Shaw called the Special Meeting of the City Council to order at 5:04 PM

Roll Call:

Present: Mayor Shaw and Councilmembers Kirchner, Boomgaarden, Espindola and Harris
[Councilmember Harris arrived at 5:15 PM]

Absent: None

Lynn Haile led the Pledge of Allegiance to the Flag

General Items

1. Proposed Fiscal Year 2022 - 2023 Operating Budget and Capital Improvement Project Budget

Presentations by: Spencer Morrison, Finance Director
Lynn Haile, Accounting Manager
Ben Moody, Public Works & Development Services Director

Public Comment: Heather Esemann spoke

Adjournment

The Special Meeting was adjourned by Mayor Shaw at 6:50 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Domain Estates Phase 3 (Subdivision Agreement and Final Map Approval)
Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with Crowne Communities Domain Estates LLC providing for public improvements associated with the Domain Estates Phase 3 Subdivision Map, approving the Domain Estates Phase 3 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located west of Blevin Road and north of Janice Way)
Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Domain Estates Phase 3 Subdivision development.

Council's Strategic Goal:

Executing a subdivision agreement, approving a final map, and accepting dedications does not directly meet one of the Council's Strategic Goals. These actions are necessary to comply with the Subdivision Map Act and City policy to facilitate the private development project.

Background:

On January 27, 2021, the Planning Commission approved Tentative Map SM 20-05, Domain Estates Phase 3 Subdivision, to subdivide 4.11 acres into 13 single family residential parcels located west of Blevin Road and north of Janice Way (Attachments 2 and 3). The proposed lot sizes range from 7,413 square feet to 9,787 square feet.

Since Planning Commission approval, the developer and its representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the Subdivision Agreement in accordance with the conditions of approval for the development and City policy.

Analysis:

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal

Code. The process is summarized as follows:

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on January 27, 2021.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

In order to proceed with the development, the property owner is to enter into a Subdivision Agreement (Agreement) with the City to ensure the construction of the required public improvements. The Agreement specifies the obligations of the property owner regarding the fees, dedications, and improvements that are required as a condition of the subdivision, and guarantees that the required public improvements will be constructed.

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City as shown on Attachment 3. Road dedications include the right-of-way of Crowne Court, Kenneth Way, Sohaun Drive, and Tuly Parkway.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check and inspection, North West Drainage Fee, and in lieu fees for the construction of the east half of Tuly Parkway totaling \$276,795.21, of which \$1,570.40 has already been paid on Building Permit 21090003.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for Domain Estates Phase 3 Subdivision.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with Crowne Communities Domain Estates, LLC, providing for public improvements associated with the Domain Estates Phase 3 Subdivision Map, approving the Domain Estates Phase 3 Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map. (Subdivision is located west of Blevin Road and north of Janice Way).

Attachments:

1. Resolution - Domain Estates Phase 3 (Subdivision Agreement and Final Map Approval)

2. Domain Estates Phase 3 - Location Map

Prepared By:

Kevin Bradford

Deputy Public Works Director – Engineering

Submitted By:

Diana Langley

City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH CROWNE COMMUNITIES DOMAIN
ESTATES LLC FOR THE DOMAIN ESTATES PHASE 3, APPROVING THE DOMAIN
ESTATES PHASE 3 FINAL MAP SUBDIVIDING LAND INTO 13 PARCELS TO CONSTRUCT
SINGLE-FAMILY RESIDENTIAL BUILDINGS, AND ACCEPTING FOR DEDICATION THE
PUBLIC RIGHT-OF-WAY AND UTILITY EASEMENTS SHOWN THEREON**

WHEREAS, Crowne Communities Domain Estates LLC, ("subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Domain Estates Phase 3" ("final map"), pursuant to approved Tentative Map for Domain Estates Phase 3 ("tentative map"); and

WHEREAS, the subdivision lies within the boundaries of the City of Yuba City; and

WHEREAS, the Planning Commission of the City of Yuba City, by formal resolution, approved said tentative map; and

WHEREAS, the City Engineer has subsequently reviewed the final map and has determined that the conditions of approval associated with the final map have been satisfied, that the final map is in substantial conformance with the tentative map, and that the final map is ready for City Council approval; and

WHEREAS, all the certificates which appear on the final map (except the approval certificate of the Council of the City of Yuba City and the recording certificate of the Recorder of the County of Sutter) have been signed and acknowledged and said final map has been filed for approval; and

WHEREAS, the final map conforms to all of the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards, except that Section 66492 and 66493 of the Subdivision Map Act may not be fully complied with at the time of passage of this resolution and owner having previously filed with the Clerk of the Board of Supervisors of Sutter County a Tax Compliance Certificate Request along with copies of the final map considered herewith by the Council; and,

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general and specific plans of the City; and,

WHEREAS, the owner, whose signature(s) appear on the final map, and others have offered for dedication certain streets, public utility easements, access rights and other public properties and uses as shown and delineated upon said final map; and

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

WHEREAS, the City Council now desires to approve the Subdivision Agreement with subdivider, approve the final map, and accept all dedications thereunder.

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

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with Crowne Communities Domain Estates LLC, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

2. Findings for Final Map: The City Council finds that:

- a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.
- b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.
- c. The final map is in conformance with the General Plan and any applicable specific plan(s).
- d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

3. Approval of Final Map and Acceptance of Dedications: The City Council approves the final map attached hereto as Exhibit "B", subject to the terms of the Subdivision Agreement approved concurrently herewith, and subject to complete compliance with Sections 66492 and 66493 of the Subdivision Map Act prior to release of the final map for recordation. The City Council accepts any and all of the streets, public utility easements, public utility facilities, access rights and all parcels of land and easements offered for dedication on the final map, unless it is stated on the final map that said dedications are subject to City acceptance of subdivider-installed improvements, in which case acceptance shall be subject to improvement in accordance with Section 66477.1 of the California Government Code.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of June, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A" – Subdivision Agreement
Exhibit "B" – Final Map (Domain Estates Phase 3, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of Domain Estates Phase 3
Subdivision
Page 2

WHEN RECORDED MAIL TO:

City Clerk
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

NO FEE-Government Code §6103

Public Works Department
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

SUBDIVISION AGREEMENT
FINAL MAP OF DOMAIN ESTATES PHASE 3 SUBDIVISION
(Regarding Tentative Map No. 20-05, Domain Estates Phase 3 Subdivision)

THIS AGREEMENT is made this _____ day of _____ 2022, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and Crowne Communities Domain Estates, LLC hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Yuba City, County of Sutter, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

Lots 1 through 13, inclusive, of the Final Map of Domain Estates Phase 3 Subdivision according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 8-2.809 of the Yuba City Municipal Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 20-05 dated January 27, 2021 issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in

consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:
 - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.
 - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. PC 21-01, dated January, 2021 attached as Exhibit A and incorporated by reference.
 - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of

the Director's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Domain Estates Phase 3 Subdivision (City Drawing No. 5540-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 21-01, dated January 27, 2021, and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

3. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit B, which is incorporated by reference.

4. Estimated Reimbursements for Certain Improvements. City shall pay to Subdivider those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation

is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance. Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule.

5. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Until then, and notwithstanding any other provision, Subdivider expressly agrees Subdivider has no right to any portion of any fee credit and the Public Works Director for City, in the Director's sole discretion, may unilaterally amend this Agreement effective upon mailed notice to Subdivider to adjust (including adding, reducing or removing) credits at any time prior to acceptance of all required infrastructure improvements by City. Upon adjustment, Subdivider shall pay in full any development impact fees, due from modification of the fee credit, prior to approval of the subdivision map or as may be deferred by a fee deferral covenant. If the subdivision map has already been approved, all such fees shall be promptly paid by Subdivider. City may enforce recovery of such fees in any manner available at law or in equity, including but not limited to private foreclosure and sale of the property in the manner provided in Section 2924 of the California Civil Code or successor statute.

6. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Division of Highways. All of said Improvements and materials shall be done, performed and installed under the inspection of and to

the satisfaction of the City Engineer.

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities set forth in this paragraph. Improvement security shall be of the type as provided for in Government Code §66499 subject to review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

a. Performance Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of **\$149,086** and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.

b. Payment Security. The total amount shall equal 100% of the final Engineer's Estimate of Probable Cost of Remaining Items of Work, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of **\$149,086** and in the form of a bond naming the City of Yuba City as obligee, or in the amount of **\$74,543** in the form of a certificate of deposit made payable only to the City of Yuba City, or cash.

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.

9. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving as warranty security shall be furnished to the City in the minimum amount of **\$71,280** which represents ten (10) percent of the total Engineer's Estimate of Probable Cost, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

11. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

12. Indemnification. Subdivider shall be obligated as follows:

a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any

of its officers, officials, employees, agents or volunteers.

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs "a" and "b" of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. This Section shall survive termination or expiration of this Agreement.

13. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

a. **COMMERCIAL GENERAL LIABILITY** insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and

completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$1,000,000 aggregate for products and completed operations, and \$1,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$1,000,000 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an

occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement. Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Director of Public Works for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for

City to terminate this Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

15. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Public Works Standards shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

16. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective

work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

19. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 20-05 dated January 27, 2021, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

20. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdivider to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Subdivider agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdivider shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdivider shall comply with the codes or ordinances of City including the City Code and Building Codes.

21. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

22. Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's

Fees and Legal Expenses,” in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider’s sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

23. Attorney’s Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney’s fees and legal expenses. For the purposes of this Agreement, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

24. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Sutter County Recorder.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

26. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.

27. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

28. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

29. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.

30. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

31. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

32. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

33. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Director of the Department of Public Works issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

34. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

35. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes

all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY OF YUBA CITY,
a General Law City

By: _____
Diana Langley, City Manager

ATTEST

By: _____
Ciara Wakefield, Deputy City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin,
City Attorney

Attachments:

Exhibit A: Planning Commission Resolution No. PC 21-01 – Conditions of Approval
Exhibit B: Impact Fees and Other Fees Due Payable by Subdivider
Exhibit C: Fee Credits and Reimbursements Payable by City

SUBDIVIDER

Crowne Communities Domain Estates,
LLC, a California Limited Liability
Company

By: Its Manager, Crowne Development,
Inc.

By: _____
Kalbir S. Takhar
Title _____

Dated: _____

*(Attach Notary Acknowledgments)

EXHIBIT A
PLANNING COMMISSION RESOLUTION NO. PC 21-01
CONDITIONS OF APPROVAL

PLANNING COMMISSION RESOLUTION NO. PC21-01

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF YUBA CITY (PLANNING COMMISSION) APPROVING TENTATIVE SUBDIVISION MAP (TSM) 20-05, DOMAIN ESTATES PHASE 3, CREATING 13 SINGLE-FAMILY RESIDENTIAL PARCELS ON 4.11 ACRES, LOCATED ON THE NORTH SIDE OF THE TERMINUS OF KENNETH WAY, JUST WEST OF BLEVINS ROAD (ASSESSOR'S PARCEL NUMBER 59-530-027).

WHEREAS, the City received a tentative subdivision map application for this property in October, 2020 to subdivide the approximately 4.11-acre property. TSM 20-05 would create 13 single-family residential lots. The new single-family residential lots will be provided full City services.

WHEREAS, this property is within Yuba City's city limits and the property owner wished to develop their property to urban levels; and

WHEREAS, the Planning Commission reviewed related Environmental Assessment 20-11 considering a Mitigated Negative Declaration (MND) prepared for the project, which provided mitigations to reduce significant impacts to less than significant; and

WHEREAS, a review of the General Plan and Zoning Regulations determined that the proposed subdivision was consistent with the General Plan and Zoning Regulations; and

WHEREAS, the City on January 7, 2021 published a legal notice and a public hearing notice was mailed to each property owner within at least 300 feet of the project site in compliance with State law concerning the Planning Commission's consideration on January 27, 2020; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 27, 2020 and considered all of the project and environmental information presented by staff, public testimony and all of the background information.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission of the City of Yuba City resolves and orders as follows:

Environmental finding: The Planning Commission finds that an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues and considered previously prepared environmental and technical studies. While the proposed project could have a potentially significant effect on the environment, the Commission finds that feasible mitigation measures or alternatives have been incorporated into the project in order to avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment will occur. The specific mitigation measures included in the project to avoid potentially significant effects are set forth in the attached Initial Study/Mitigated Negative Declaration. With project specific mitigations imposed, there is no substantial evidence in the record that this project may have significant direct, indirect or cumulative effects on the environment.

Subdivision Findings: None of the findings required by Yuba City Municipal Code Section 8-2.609, and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project:

- a. The proposed tentative subdivision map is not consistent with the applicable general plan and specific plan.
- b. The design and improvement of the tentative subdivision map is not consistent with applicable general and specific plans or adopted City standards.
- c. That the site is not physically suited for the density of development.
- d. That the site is not physically suited for the type of development.
- e. That the design of the subdivision map or likely improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f. That the design of the subdivision maps or the type of improvements is likely to cause serious public health problems.
- g. That the design of the subdivision map or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Evidence:

- a. The proposed 13 lots on 4.11 acres are designated in the General Plan as LDR which provides for a gross residential density range of 2 to 8 residences per acre. This proposal is for approximately 3.16 residences per acre, which is well within the General Plan density range standard. There are also no general plan level streets directly impacted by this subdivision nor will the 13 new residences adversely impact the level of service for any General Plan streets. Therefore, there are no inconsistencies with the Circulation Element. The proposed 13 new residences are consistent with the Housing Element's call for more housing. The project is not within a specific plan.
- b. As discussed in part a. above, this residential land division meets all General Plan consistency requirements. The project is conditioned to meet all City development and improvement standards including water, wastewater and stormwater drainage systems, street cross-sections, streetscape landscaping, and parks. Each new lot exceeds the minimum lot size requirements of the R-1 Zone District.
- c. The site is flat and has all City services available to it or, in the case of stormwater drainage, the system will be designed and constructed to connect to a larger drainage system operated by the Sutter County that serves the greater area. The environmental document prepared for the project did not find any inadequacies of the property that would provide concerns for the development of the property.
- d. The area where the proposed residential land division is located is designated by the General Plan for single-family residential development. As previously discussed, all City services will be brought to the property.
- e. Based on the mitigated negative declaration prepared for this project, the project will not create any significant environmental impacts.

- f. Every new lot will be connected to City water, wastewater and storm drainage systems, which will avoid public health problems.
- g. (a) The facilities of the State plan of flood control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.
- h. The subdivision will be served by public streets that are dedicated to the City for public use. There is no use of private streets or other types of easements that the project would conflict with. There are no known existing easements that will be adversely affected by this subdivision.

AND, BE IT FURTHER RESOLVED, that the Planning Commission, based on Environmental Assessment 20-11 and the list of identified mitigation measures, the Commission determines the project will not have a significant impact on the environment and adopts a Mitigated Negative Declaration for the project as well as the associated Mitigation Monitoring Program, and approves Tentative Subdivision Map 20-05, Domain Estates Phase 3, as shown in **Exhibit A**, subject to the conditions of approval and mitigation measures as provided in **Exhibit B**.

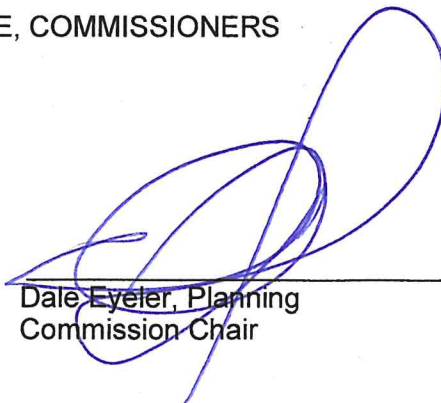
The foregoing Resolution was duly and regularly introduced, passed and adopted by the Planning Commission of the City of Yuba City at a regular meeting thereof held on January 27, 2021, by the following vote:

AYES: CHAIRMAN EYELER, VICE CHAIRMAN BLAKE, COMMISSIONERS

SHANNON, SHAFFER, ALI, ADAMS, AND DOSCHER

NOES:

ABSENT:



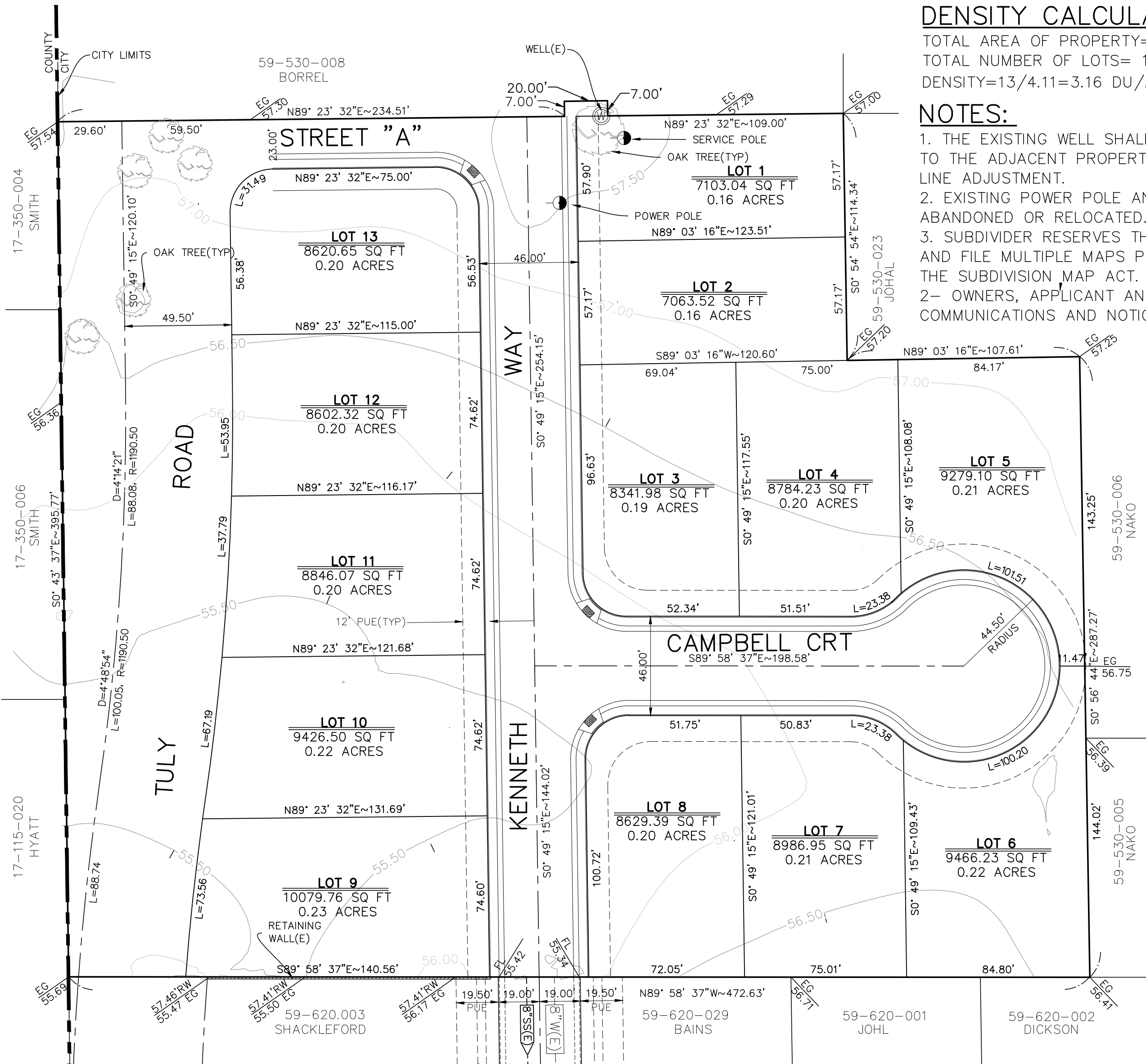
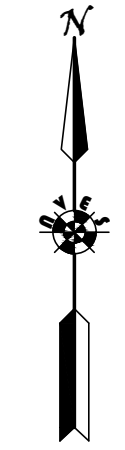
Dale Eyeler, Planning
Commission Chair

ATTEST:



Benjamin Moody, Secretary to the Planning Commission

Exhibits: A. Tentative Subdivision Map 20-05
B. Conditions of Approval and Mitigation Measures

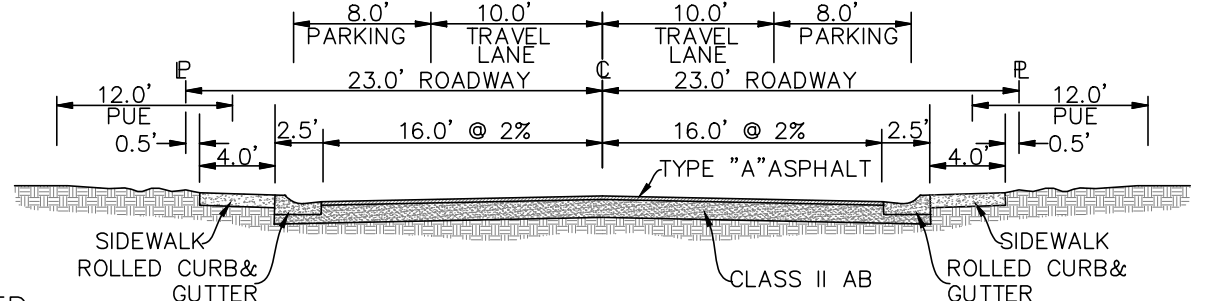


DENSITY CALCULATIONS

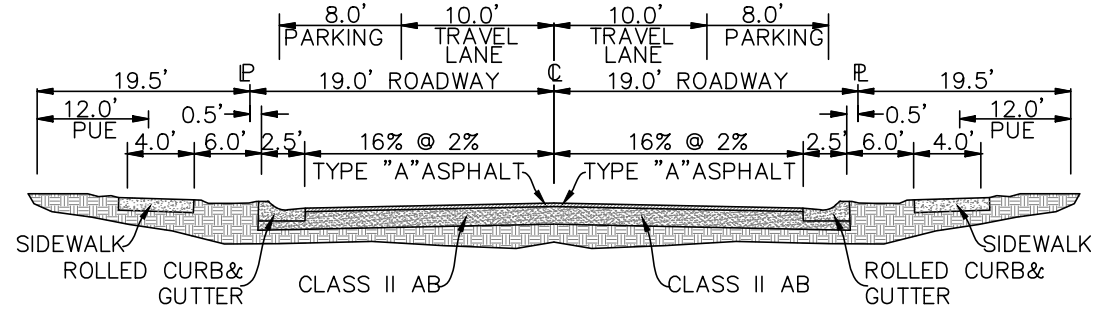
TOTAL AREA OF PROPERTY= 4.11 ACRES
TOTAL NUMBER OF LOTS= 13
DENSITY=13/4.11=3.16 DU/ACRE

NOTES:

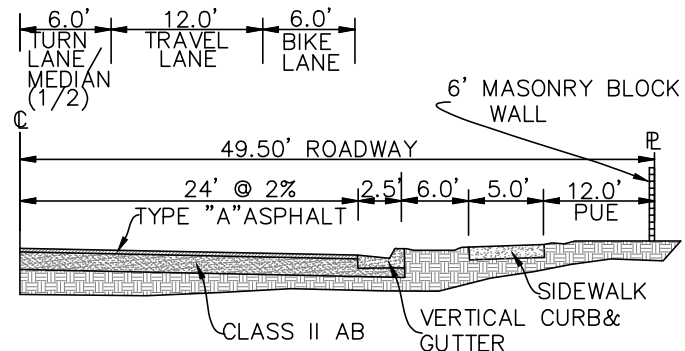
1. THE EXISTING WELL SHALL BE ABANDONED OR TRANSFERRED TO THE ADJACENT PROPERTY THROUGH THE FILING OF A LOT LINE ADJUSTMENT.
2. EXISTING POWER POLE AND SERVICE POLE SHALL BE ABANDONED OR RELOCATED.
3. SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE MAPS PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.
- 2- OWNERS, APPLICANT AND ENGINEER SHALL RECEIVE ANY COMMUNICATIONS AND NOTICES RELATED TO THIS PROJECT.



KENNETH WAY, CAMPBELL COURT & (1/2) STREET "A"
(ATTACHED SIDEWALK OPTION)
NOT TO SCALE



KENNETH WAY AND CAMPBELL COURT
(DETACHED SIDEWALK OPTION)
NOT TO SCALE



TULLY ROAD
NOT TO SCALE

PROJECT NOTES:

OWNER:

KAM SANG NG& KWAN Y. SIU
595 SPRUCE STREET
GRIDLEY, CA 95948
(530) 846-4308

DEVELOPER:

CROWNE DEVELOPMENT INC.
319 TEEGARDEN AVENUE
YUBA CITY, CA 95991
(530) 870-3172

ENGINEER/SURVEYOR:

NORTH VALLEY ENGINEERING
AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:

APN: 59-530-027

AREA OF PARCEL

4.11 GROSS ACRES +/-

EXISTING USE:

FALLOW

PROPOSED USE

SINGLE FAMILY HOMES

EXISTING ZONING:

R-1

PROPOSED ZONING:

R-1

EXISTING GENERAL PLAN DESIGNATION:

LOW DENSITY RESIDENTIAL

PROPOSED GENERAL PLAN DESIGNATION:

LOW DENSITY RESIDENTIAL

BUILDINGS & STRUCTURES:

AG WELL TO BE TRANSFERRED TO
ADJACENT PROPERTY THROUGH A
LOT LINE ADJUSTMENT

WATER, SEWER

CITY OF YUBA CITY

STORM DRAINAGE

CITY OF YUBA CITY & SUTTER COUNTY

UNDERGROUND ALERT SERVICES:

1-800-642-2444

ELECTRIC & NATURAL GAS:

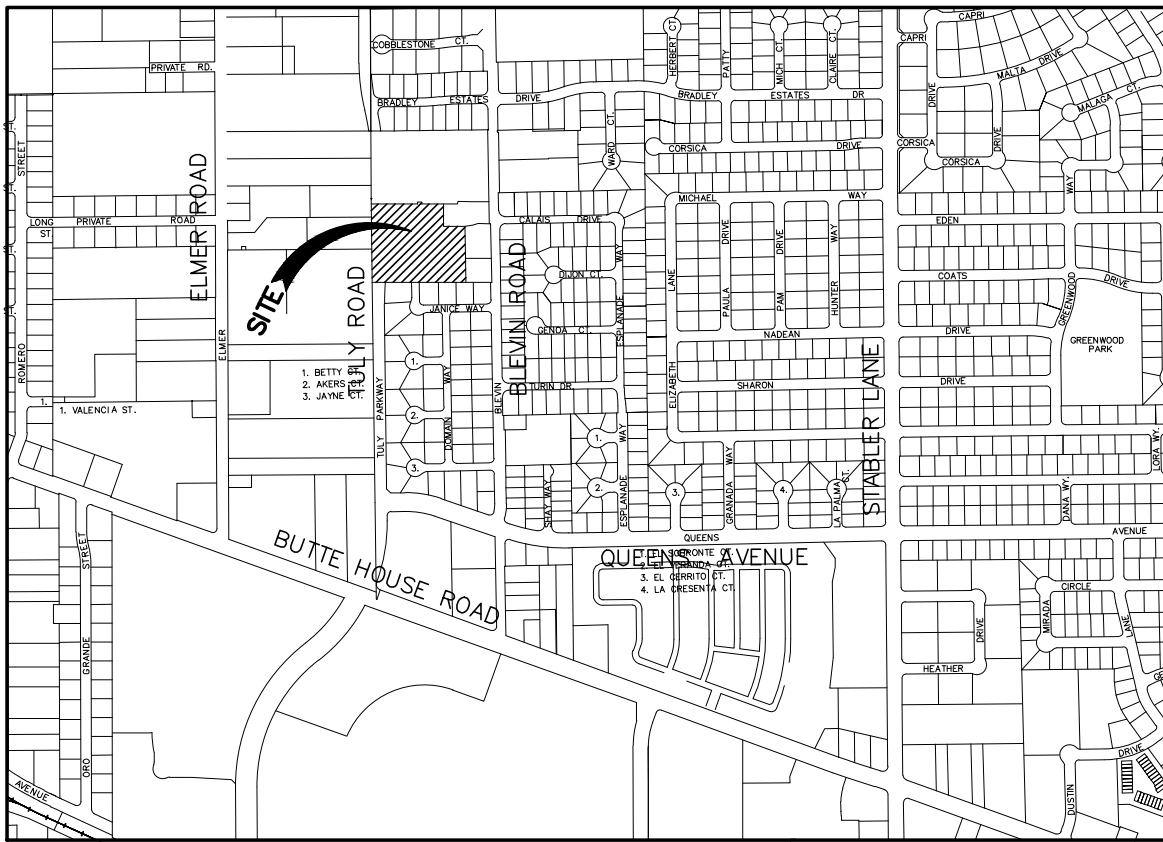
PACIFIC GAS AND ELECTRIC

COMMUNICATIONS

AT & T AND COMCAST

CABLE

COMCAST



VICINITY MAP
N.T.S.

TENTATIVE SUBDIVISION MAP
DOMAIN ESTATES PHASE 3
CROWN DEVELOPEMENT

BEING A PORTION OF SECTION 16 T15N, R3E, M.D.B.&M.
YUBA CITY, CALIFORNIA
NOVEMBER 2020

PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
TENTATIVE SUBDIVISION MAP 20-05
APRIL 20, 2021**

**DOMAIN ESTATES III
APN: 59-530-027**

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within ninety (90) calendar days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY

Please note that this project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies, those determined through tentative subdivision map review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community, and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 10 days after the decision by the Planning Commission. In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

These conditions are applicable to any person or entity making use of this tentative subdivision map, and references to "developer" or "applicant" herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this tentative subdivision map.

CONDITIONS OF APPROVAL

1. The applicant/property owner agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, liability or actions arising out of or connected with this Agreement, except to the extent such liabilities are caused by actions of the City.

2. The lot design on the subdivision maps shall be designed in conformance with the TSM 20-05, as appropriate, and as approved by the Planning Commission.
3. The development and operation of the project shall comply with all CEQA mitigation measures identified in Environmental Assessment 20-11 dated January 7, 2021.
4. Lots 1, 2, 4, 5, 6, 7, 8, 9, 11, and 12 are to be limited to single-story construction.
- 4.1 Developer shall provide a total of eight (8), 15-gallon sized trees of a species type of either:
 - Laurus nobilis 'Saratoga' – tree form (Grecian Bay Laurel)
 - Photinia fraseri – tree form (Red tip Photinia)
 - Xylosma congestum – tree form (Shiny Xylosma)
 - Rhus lancea

Selected by the adjacent resident; Smith, located at 1975 Elmer Road. The trees are to be provided for screening associated with the potential construction of two-story residence(s) on Lots 10 and 13. The installation of the trees will be completed by a landscaper hired by the adjacent resident and installed on their property at the discretion of the resident, who shall provide the proposal from the landscaper in advance of installation, for Developer to confirm approval and to reimburse the cost to install the trees. Tree delivery and cost reimbursement is to occur prior to acceptance of the public improvements or as otherwise determined by the Development Services Director.

5. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department.
6. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
7. The Developer, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to assure compliance.
8. Storage of construction material is not allowed in the travel way.
9. The only hard surface (concrete or pavers) that can be placed in the street planter area other than the standard driveway serving the residence is 18" wide strips to accommodate the wheel path of vehicles unless authorized/approved by the Public Works Director.
10. A Subdivision Agreement outlining any costs (hot tap, connection fee, fair share contributions, City drainage, etc.) associated with the development shall be accepted by the City prior to recordation of map, or prior to approval of the Improvement Plans, whichever comes first.

PRIOR TO ISSUANCE OF A GRADING PERMIT

11. The improvement plans for the development of the subject property shall include all measures required to ensure that no increased drainage runoff resulting from the development of the property flow onto the adjacent residential or agricultural lands or that the development will not impede the drainage from those properties. The rear yards and/or side yards of the lots that are created by this subdivision that are adjacent to existing residential development shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required they shall be constructed of concrete or masonry block.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

12. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of Improvement Plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.
13. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
14. The decorative masonry block wall that is to be located along Tuly Parkway shall match the design and materials of the existing block wall to the south of this proposed development. Design details of the wall shall be included as part of the improvement plans and samples must be approved by the Development Services Director prior to its construction.
15. The ultimate right-of-way of Tuly Parkway is to be dedicated on the Final Map. The right-of-way shall be aligned with the existing right-of-way to the south, and meet City requirements as approved by the Public Works Director. Improvements, including but not limited to, are the east curb, gutter, sidewalk, street trees, street lights, and block wall are to align with the southern existing improvements and taper accordingly. The right-of way line shall be located behind the block wall.
16. Street A shall be designed to a width of 18.5 feet centerline to back of curb. Right-of-way shall be dedicated to a width of 23.0 feet. Street improvements shall include the asphalt / aggregate base road section, curb, gutter, a 4.0-foot-wide attached sidewalk, and streetlight(s). Provisions shall be made to place an asphalt road section, a min. 3 inches thick in such a manner, on Street A, to accommodate the maneuvers of emergency vehicle turn-around movements. Asphalt is to be placed the full ½ street width of Street A, to an approved point being a min. 40 feet west of the curb return on Street A. A 12.0-foot-wide public utility easement shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.
17. The Developer has two roadway design options for of the interior residential streets:
 - a. *Detached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 38.0 feet together with a 19.5-foot Public Service Easement (PSE) behind the right-of-way. Frontage improvements shall include street section, curb, gutter, 6.0-foot-wide landscape parkway strip (measured from back of curb), 4.0-foot-wide

sidewalk, street trees, and streetlights. A 12.0-foot-wide public utility easement shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.

- i. The landscape plan for the front yard, including the area between the sidewalk and curb, shall be handled by each individual lot improvement. The irrigation system shall be designed to accommodate the street tree and shall meet the City's Model Water Efficient Landscape Ordinance.

- ii. The landscaping in the parkway strip is to have a coordinated theme referenced on the public improvement plans, or as approved by the Development Service Director.

- b. *Attached sidewalk* -- Streets shall be designed/constructed to a width of 37.0 feet back of curb to back of curb with parking permitted on both sides. Right-of-way shall be dedicated to a width of 46.0 feet. Frontage improvements shall include street section, curb, gutter, a 4.0 foot wide attached sidewalk, and streetlights. A 12.0-foot-wide public utility easement shall be located adjacent to the sidewalk with 2.0 foot located underneath the sidewalk.

- i. At minimum, one City approved street tree shall be planted in the front yard of each lot. Any variation as to location of tree and/or type of tree shall be approved by the Development Services Director.

- ii. The landscape plan for the front yard shall be handled by each individual lot improvement.

- iii. The right of way shall taper on the southern boundary of Kenneth Way to align with existing right of way.

18. The Developer shall comply with all City requirements related to drainage, including submittal of a drainage plan for any drainage improvements for the proposed development. A drainage analysis, along with calculations, shall be submitted to the City Engineer for approval. The analysis shall include, but is not limited to:

- a. Grading and drainage plan showing the proposed drainage conveyance and storage system;
- b. Supporting calculations demonstrating adequacy of conveyance capacity and storage volume;
- c. Storm Drain Collection Systems- For the design of all pipeline conveyance facilities, the Hydraulic Grade Line (HGL) shall be maintained a minimum of one foot below the gutter flow line of all drain inlets and at least one foot below all maintenance hole rims during a 10-year, 24-hour storm event. The storm drain minimum pipe size shall be 12 inches. The minimum velocity shall be 2 fps.
- d. Street Flow- The street system shall be designed to convey the 100-year, 24-hour runoff while maintaining a water surface at least 1 foot below the adjacent building pad elevations (or alternatively, the building pad elevations shall be at least 1 foot above the 100-year water level). The grading plan shall ensure that the 100-year, 24-hour runoff can be conveyed through the development and to the receiving drainage facility.
- e. Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the ultimate development of the entire upstream watershed.

- f. Detention Basins - A 100-year, 24-hour storm shall be used for sizing any detention basin(s) included in the approved drainage plan detention storage facilities. The detention basin release rate from any such detention basin(s) during a 100-year, 24-hour storm after development must be equal to or lower than the runoff rate from the detention basin's tributary area before development. The Developer can provide a drainage study addressing storm water mitigation through onsite storage (Phase 2 State Water Resources Control Plan – 80% of two-year storm), perforated pipes, and oversizing storm drainage pipes upon approval of the Public Works Director to eliminate need for a detention pond.
 - g. The Drainage Study shall be completed and stamped by a Professional Engineer and determined by the City Engineer and the Sutter County Water Agency Engineer to be comprehensive, accurate, and adequate.
- 19. The development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan. The Post Construction information can be found here: https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management
- 20. The Developer shall comply with all Sutter County requirements related to drainage, including submittal of a drainage plan for any drainage improvements that utilize County facilities for approval by Sutter County Public Works Director.
- 21. All development shall be designed to local, state, and federal flood standards.
- 22. The structural section of all road improvements shall be designed using the Caltrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the Caltrans Highway Design Manual. The structural section shall be designed to the following standards:
 - a. Use 3" minimum for residential, 4" minimum for collectors and 5" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
 - b. Use a traffic index of 6 for residential streets
 - c. Use a traffic index of 7 for collector streets
 - d. Use a traffic index of 10 for arterial streets

A copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check.
- 23. Striping, pavement markings and traffic signage shall be provided on all streets as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department. All required speed limit signs shall be shown on the Improvement Plans.
- 24. The street trees and street lighting are public improvements which shall meet the Parks Division Planting Standards and City Standard Details and be included in the Improvement Plans and Specifications for the subdivision when the improvement plans are submitted for the first improvement plan check. Only one tree species shall be planted on any street.
- 25. The Improvement Plans shall show provisions for the placement of centralized mail delivery units in the Public Utility Easement (PUE). Developer shall provide a

concrete base for placement of the centralized mail delivery unit. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the City Public Works Department, with due consideration for street light location, traffic safety, security and consumer convenience.

26. Required Improvement Plan Notes:

- a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
- b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
- c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
- d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the "California Manual of Uniform Traffic Control Devices, latest edition." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."
- e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."
- f. "Where an excavation for a trench and/or structure is five (5) feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department, prior to beginning construction."

PRIOR TO FINAL MAP RECORDATION

27. The development shall pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. This condition may be satisfied through participation in a Mello-Roos CFD, by payment of cash in an amount agreed to by the City, by another secure funding mechanism acceptable to the City, or by some combination of those mechanisms. The City shall be reimbursed actual costs associated with the formation of, or annexation to, the district. The property shall annex in to an existing CFD.
28. The property shall petition for formation of a Zone of Benefit of the Yuba City Landscaping and Lighting Maintenance District for the purpose of maintaining street trees which are to be planted along all streets (if detached sidewalks are constructed), maintaining the street lights, and maintaining the masonry walls. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.

29. The Developer shall demonstrate to the satisfaction of the Public Works Department, how notice will be provided informing individuals acquiring lots in this subdivision of the proximity of:
- a. Ongoing agricultural operations such as: burning; pesticide spraying; machinery operation; and other impacts associated with said activities are in the vicinity of the subdivision and have the right to continue such operations.
30. The right-of-way of Tuly Parkway shall be dedicated to the City. The ultimate width of the right-of-way shall be that as shown on the tentative map, or as otherwise approved by the Public Works Director. The proposed centerline is to align with the ultimate centerline alignment to the north and south of this proposed subdivision that will be provided by the City. The ultimate right-of-way shall taper on the south eastern boundary to align with the existing right-of-way.
31. The Developer shall pay for deferred improvements to the City by posting Improvement Security in accordance with Yuba City Municipal Code: Sec. 8 - .1001 - Improvement security required (b). The amount determined for deferment of Tuly Parkway improvements will be based on the final design of Tuly Parkway, with the final design being determined at the sole discretion of the Public Works Director. The amount determined for deferment will be subject to the approval of the Public Works Director.

The wall along Tuly Parkway is to be constructed prior to the first certificate of occupancy and is not included in the deferred improvement costs.

32. All deferred improvements associated with Street A between Kenneth Way to Tuly Parkway, including but not limited to; asphalt, aggregate base, remedial work, etc. are to be incorporated into the payment of deferred improvements per Yuba City Municipal Code: Sec. 8-2.1001. - Improvement security required (b). This requirement only applies to the 1/2 street on the subject property.

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

33. All existing well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. The Developer shall pay all applicable fees.
34. The agricultural well and utility poles adjacent to Lot 1 are to be removed.
- If the well is desired to remain in operation, the Lot 1 boundary and/or right of way/easements are to be reconfigured in accordance with City standards. Overhead Utility poles are to be removed.
35. City Standard street lights shall be installed on Kenneth Way and Campbell Court in accordance with City Standards and Specifications.
36. Prior to final paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
37. Prior to paving, the Developer shall hydroflush, and televise, all storm drain mains and all sewer mains. In addition, prior to the City's acceptance of the subdivision improvements, and at the Public Works Department's discretion, the storm sewer and sewer mains shall be re-hydroflushed.

38. The contractor shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the contractor shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (AutoCAD version 2010 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.

39. All public street lighting shall be dedicated to the City of Yuba City.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

40. The Developer shall be required to pay any applicable Yuba City drainage fees, including, but not limited to fees associated with the North West Drainage Study. All drainage fees are to be paid prior to issuance of the first building permit in the subdivision.

41. The Developer shall pay all applicable Sutter County Water Agency connection fees and maintenance and operation fees, and entering into an agreement with Sutter County providing participation in a zone of benefit, drainage district, agency, service area or any other public entity for the financing of construction and maintenance of a drainage system, as determined applicable by Sutter County.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

42. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.

43. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.

44. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence, install the perimeter subdivision wall and/or fences in place to the satisfaction of the Public Works Department.

45. The Developer shall, prior to the issuance of the first certificate of occupancy of the first residence, construct a six-foot high chain link fence across the right-of-way of Kenneth Way connecting with the adjoining six-foot high private fences, or as otherwise determined by the Public Works Department. This fencing shall be constructed in addition to the standard dead-end barricades. The fence and barricades shall be maintained by the City via the landscape and lighting district.

46. All street lighting shall be constructed per the Improvement Plans and energized prior to the issuance of any certificate of occupancy.

47. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed in accordance with City requirements.

MITIGATION MEASURES

Impact	Mitigation Measure	Responsible Party	Timing
3.7 Geology and Soils	Paleontological Mitigation 1: Mitigation Measure # 1 shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department @ 530-822-4700. Mitigation shall be conducted as follows: 1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high; 2. Assess effects on identified sites; 3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted; 4. Obtain comments from the researchers; 5. Comply with researchers' recommendations to address any significant adverse effects where determined by the City to be feasible. In considering any suggested mitigation proposed by the consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.	Developer, Public Works Dept., Development Services Dept.	During construction phase

3.8. Greenhouse Gases	Greenhouse Gas Mitigation 1: The site grading and construction of the retail center shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.	Development Services Dept.	Prior to issuance of building permits.
3.18. Tribal Cultural Resources	Tribal Cultural Resources Mitigation 1: In the event that previously undetected cultural materials (i.e. prehistoric sites, historic features, isolated artifacts, and features such as concentrations of shell or glass) are discovered during construction, work in the immediate vicinity should immediately cease and be redirected to another area until the Auburn Indian Community of the Auburn Rancheria is re-contacted and allowed the opportunity to consult under AB 52. Further, a qualified archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historic archaeology inspects and assesses the find. The City shall consider further recommendations as presented by the professional and implement additional measures as necessary to protect and preserve the particular resource. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. Tribal Cultural Resources Mitigation 2: If human remains are uncovered, or in any other case where human remains are discovered, the Sutter County Coroner, as appropriate, is to be notified to arrange their proper treatment and disposition. If the remains are identified – on the basis of archaeological context, age, cultural associations, or biological traits – as those of a Native American, California Health and Safety Code 7050.5 and Public Resource Code 5097.98 require that the coroner notify the NAHC within 24-hours of discovery. The NAHC will then notify the most likely descendant, who may recommend treatment of the remains.	Developer, Public Works Dept., Development Services Dept.	During construction phase

	Tribal Cultural Resources Mitigation 3: Should artifacts or unusual amounts of bone or shell be uncovered during demolition or construction activity all work shall be stopped and a qualified archeologist shall be contacted for on-site consultation. Avoidance measures or appropriate mitigation shall be completed according to CEQA guidelines. The State Office of Historic Preservation has issued recommendations for the preparation of Archeological Resource Management Reports, which shall be used for guidelines. If a bone appears to be human, California law mandates that the Sutter County Coroner and the Native American Heritage Commission be contacted.		
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EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

In accordance with this Agreement, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that Subdivider shall pay the following fees a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

(1) Public Improvement Plan Check and Inspection Fee:

4% of the estimated total construction cost

\$712,804.40 x .04 = \$28,512.18

Fees paid on Building Permit 21090003 -\$1,570.40
(encroachment permit)

(Note: No fees paid on Building Permit BLD21-01226; invoiced only)

SUBTOTAL FEES (1) \$26,941.78

(2) Sewer Extension Fees

Developer constructing onsite sewer main. \$0.00

(3) Sewer Connection Fees (per Section 6-5.504 Municipal Code)

Deferred until application for building permits are filed. \$0.00

(4) Water Extension Fees

Developer constructing onsite water main. \$0.00

(5) Water Connection Fees (per Section 6-6.05 Municipal Code)

Deferred until application for building permits are filed. \$0.00

SUBTOTAL UTILITIES (2) \$0.00

(6) Drainage Fees (North West Drainage Study – original \$9,000 per acre indexed to April 2021)
\$16,073 per acre * 4.11 acres \$66,060.03

(7) Drainage Fees (per Sutter County Zones of Benefit)
Deferred until application for building permits are filed. \$0.00

SUBTOTAL DRAINAGE (3) \$66,060.03

(8) Road Improvement Costs
Fees in lieu of constructing portions of Tuly Parkway
Tuly Parkway (easterly side): \$416/lf *398 lf \$165,568.00

SUBTOTAL ROAD IMPROVEMENTS (4) \$165,568.00

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (1) + SUBTOTAL (2) + SUBTOTAL (3) + + SUBTOTAL (4) \$258,569.81

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

NONE

OWNER’S STATEMENT

THE UNDERSIGNED , HAVING RECORD TITLE INTEREST IN THE HEREON SUBDIVIDED LANDS, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF DOMAIN ESTATE PHASE 3 AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

1.

STRIPS OF LAND INDICATED ON THE MAP AND PARTICULARLY NAMED AS KENNETH WAY, CROWNE COURT, TULY PARKWAY AND SOHAUN DRIVE FOR ANY AND ALL PUBLIC USES, INCLUDING BUT NOT LIMITED TO ROADWAYS, EASEMENTS OR RIGHT-OF-WAYS FOR GAS, WALKWAYS, WATER, SEWER, DRAINAGE PIPES, OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL AND COMMUNICATIONS SERVICES, LANDSCAPING AND ALL APPURTENANCES THERETO.
2.

EASEMENTS INDICATED ON THE PLAT AS “P.U.E.” (PUBLIC UTILITIES EASEMENT) FOR BUT NOT LIMITED TO GAS, WATER, SEWER, STORM DRAINAGE, WALKWAYS OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT, OR INTERFERE WITH SAID PUBLIC SERVICES EASEMENT OR THE USE THEREOF BY THE CITY OF YUBA CITY, ITS AGENTS, OR ANY FRANCHISEE.

BY: _____
CROWNE COMMUNITIES DOMAIN ESTATES LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THE HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES). AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____ (PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES :

MY COMMISSION NUMBER :

PREPARED BY:
nves
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

TRUSTEE STATEMENT:

PLACER TITLE COMPANY, TRUSTEE NAMED IN THAT CERTAIN DEED OF TRUST FILED IN INSTRUMENT NO. 2022-0003709, OFFICIAL RECORDS OF SUTTER COUNTY, STATE OF CALIFORNIA HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

BY: _____ DATE: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THE HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES). AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

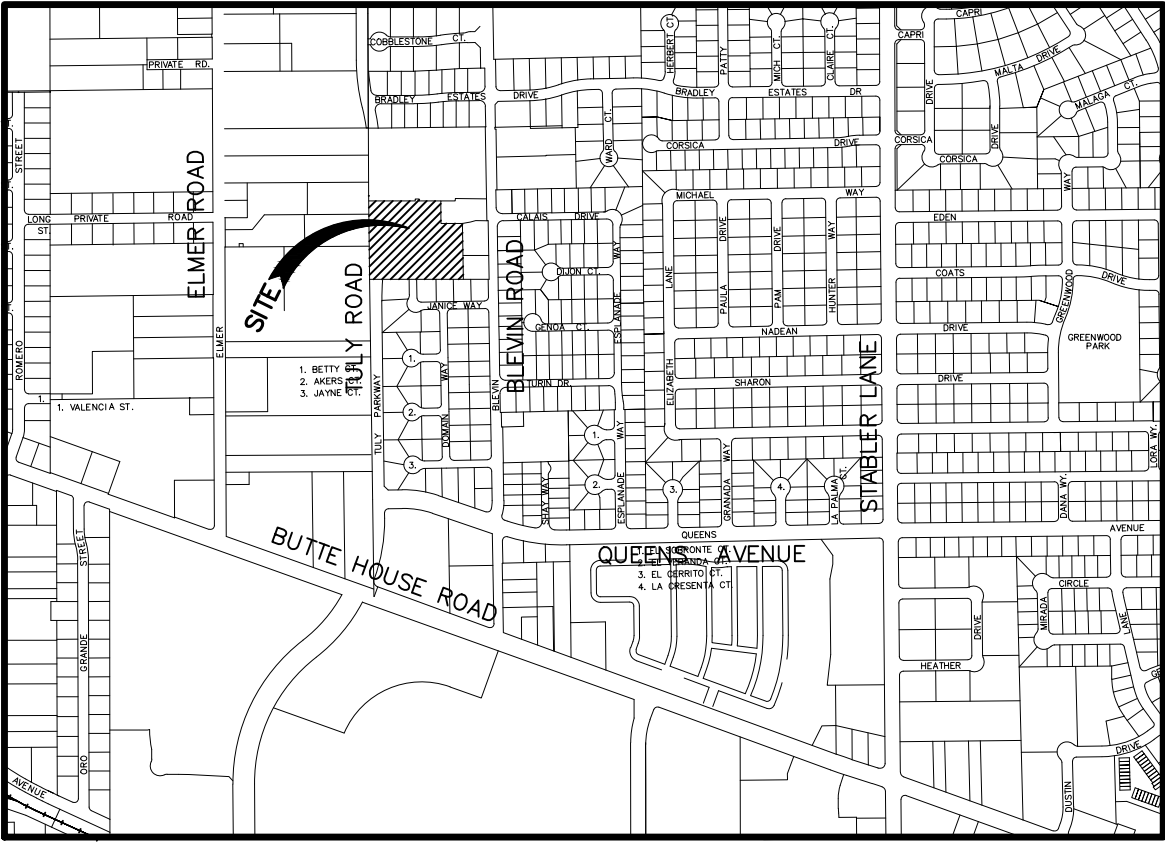
SIGNATURE _____ (PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES :

MY COMMISSION NUMBER :

DRAFT
FOR MAP CHECK ONLY



VICINITY MAP
N.T.S.

RECORDER’S CERTIFICATE

FILED THIS _____ DAY OF _____, 202__, AT _____ .M IN BOOK _____ OF SURVEYS, AT PAGE _____, AT THE REQUEST OF KAL TAKHAR.

DONNA M. JOHNSTON _____ BY: _____
SUTTER COUNTY RECORDER DEPUTY

FILE NO. _____ FEE: _____

DOMAIN ESTATES PHASE 3
CROWN COMMUNITIES DOMAIN ESTATES LLC
BEING A PORTION OF SECTION 16 T15N, R3E, M.D.B.&M.
YUBA CITY, CALIFORNIA
FEBRUARY 2022

SURVEYOR STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF KAL TAKHAR IN MARCH OF 2022. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SEPTEMBER 30, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY.

DATED: _____

GEORGE L. MUSALLAM
PLS 7104 EXP 12/31/2022



CITY SURVEYOR’S STATEMENT

I, BENJAMIN K. MOODY, CITY SURVEYOR OF THE CITY OF YUBA CITY DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED: _____

BENJAMIN K. MOODY
CITY SURVEYOR, PLS 9018
EXPIRES 9/30/2023



CITY ENGINEER’S STATEMENT

I, BENJAMIN K. MOODY, CITY ENGINEER OF THE CITY OF YUBA CITY, DO HEREBY CERTIFY THAT THE WITHIN FINAL MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP ON FILE AS APPROVED, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: _____

BENJAMIN K. MOODY
CITY ENGINEER, RCE 72383
EXPIRES 6/30/2022

TAX COLLECTOR’S CERTIFICATE

I, CHRISTINA N. HERNANDEZ, ACTING TAX COLLECTOR OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SECTION 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PARTS THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS.

AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THERE ARE TAXES IN THE AMOUNT OF \$_____ FOR 2022–2023 WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY, PURSUANT TO GOVERNMENT CODE SECTION 66493, THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR’S PARCEL NUMBER 59–530–027

CHRISTINA N. HERNANDEZ _____ DATE: _____
ACTING TAX COLLECTOR OF THE COUNTY OF SUTTER



CITY CLERK’S CERTIFICATE

I, JACKIE SILLMAN, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF YUBA CITY HAS BY RESOLUTION NUMBER _____ DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE _____ DAY OF _____ 2022 APPROVED THE WITHIN MAP OF DOMAIN ESTATES PHASE 3 IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAVE ACCEPTED ON THE BEHALF OF THE PUBLIC THOSE ITEMS NUMBERED 1 AND 2 IN THE OWNER STATEMENT OF THE MAP.

JACKIE SILLMAN
CITY CLERK OF YUBA CITY

DATE: _____

PLANNER’S STATEMENT

THIS MAP WAS EXAMINED THIS _____ DAY OF _____, 2022, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY COUNCIL ON APRIL 20, 2021.

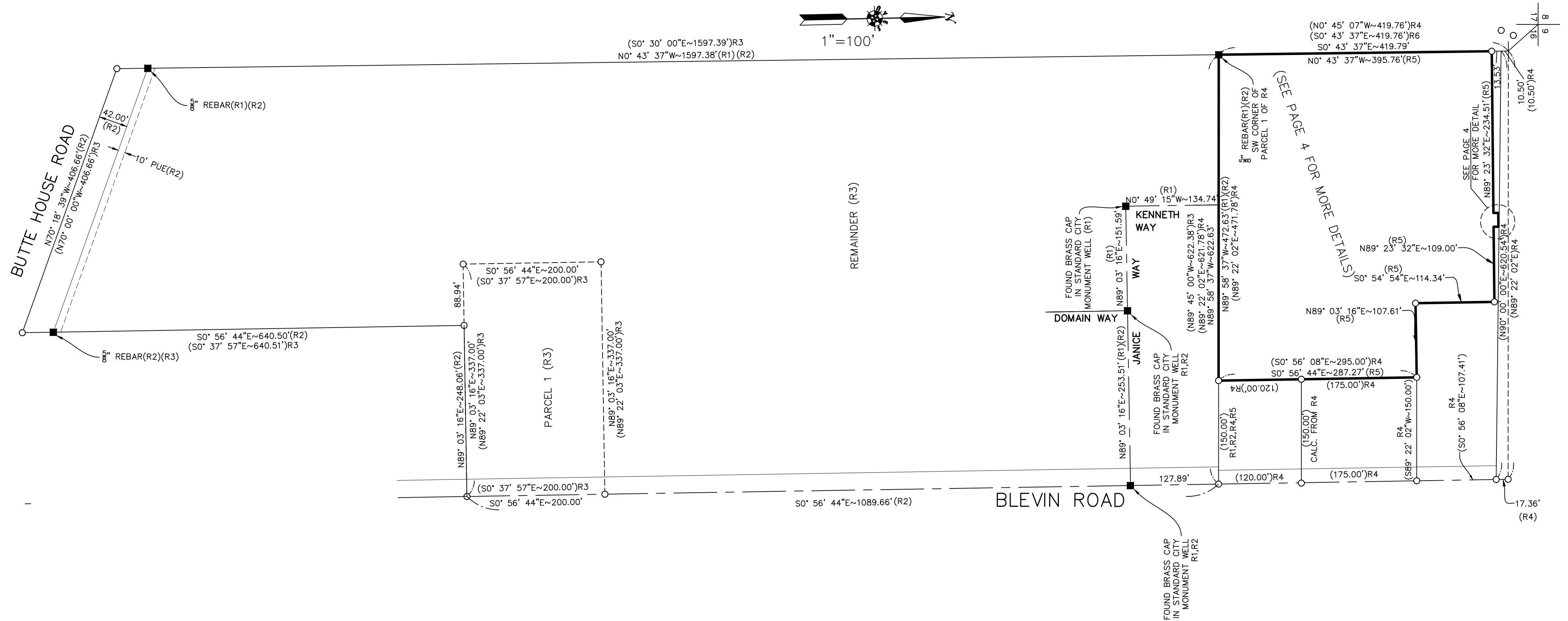
PLANNING DIVISION
CITY OF YUBA CITY

DATE: _____



DOMAIN ESTATES PHASE 3
CROWN COMMUNITIES DOMAIN ESTATES LLC
BEING A PORTION OF SECTION 16 T15N, R3E, M.D.B.&M.
YUBA CITY, CALIFORNIA
FEBRUARY 2022

PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713–0417



BASIS OF BEARINGS

THE BEARING S89° 03' 16"W BETWEEN FOUND MONUMENTS AT THE CENTERLINE OF JANICE WAY AS SHOWN ON (R1) IS THE BASIS OF ALL BEARINGS ON THIS MAP.

LEGEND

- FOUND MONUMENT AS DESCRIBED
- ▲ SET 2" BRASS DISK STAMPED NVES 7104 IN MONUMENT WELL
- SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED NVES LS 7104
- CALCULATED POINT, NOTHING FOUND OR SET
- () EMBRACES RECORD DATA
- B.O.B. BASIS OF BEARINGS
- M MEASURED BEARING AND DISTANCE
- C CALCULATED

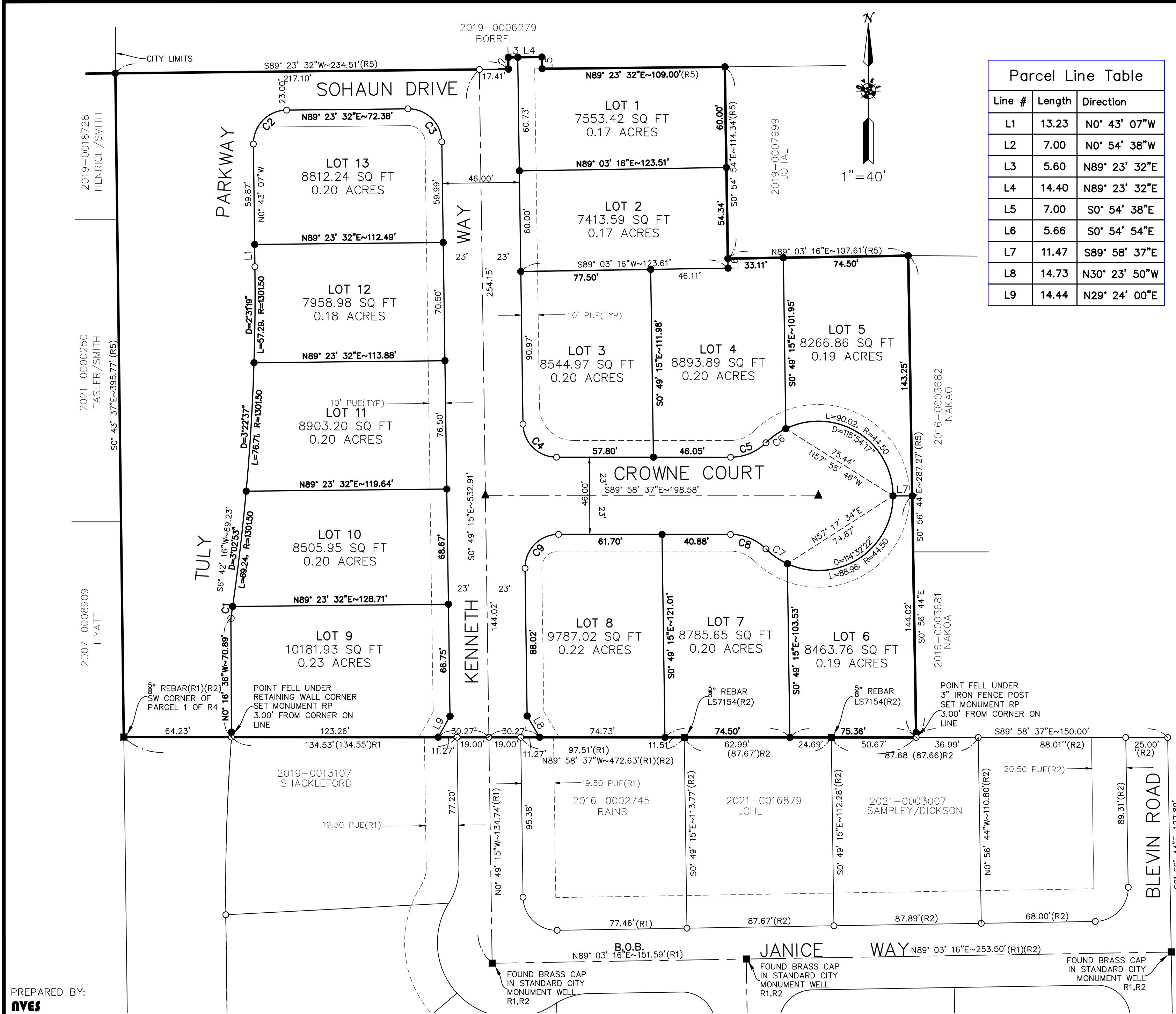
REFERENCES

- R1 DOMAIN ESTATES PHASE 2, BOOK 19 OF SURVEYS PAGE 207
- R2 DOMAIN ESTATES PHASE 1, BOOK 19 OF SURVEYS PAGE 82
- R3 PARCEL MAP NO. 1006, BOOK 6 OF PARCEL MAPS PAGE 86
- R4 PARCEL MAP NO. 102, BOOK 1 OF PARCEL MAPS PAGE 102
- R5 GRANT DEED DOCUMENT NO. 2021-0006712
- R6 BOOK 20 RECORD OF SURVEYS PAGE 60

DRAFT
FOR MAP CHECK ONLY

DOMAIN ESTATES PHASE 3
CROWN COMMUNITIES DOMAIN ESTATES LLC
BEING A PORTION OF SECTION 16 T15N, R3E, M.D.B.&M.
YUBA CITY, CALIFORNIA
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Parcel Line Table		
Line #	Length	Direction
L1	13.23	N0° 43' 07"W
L2	7.00	N0° 54' 38"W
L3	5.60	N89° 23' 32"E
L4	14.40	N89° 23' 32"E
L5	7.00	S0° 54' 38"E
L6	5.66	S0° 54' 54"E
L7	11.47	S89° 58' 37"E
L8	14.73	N30° 23' 50"W
L9	14.44	N29° 24' 00"E

BASIS OF BEARINGS

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B.O.B. BASIS OF BEARINGS

M MEASURED BEARING AND DISTANCE

C CALCULATED

REFERENCES

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- R4 PARCEL MAP NO. 102, BOOK 1 OF PARCEL MAPS PAGE 102
- R5 GRANT DEED DOCUMENT NO. 2021-0006712
- R6 BOOK 20 RECORD OF SURVEYS PAGE 60

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	7.09	1301.50	0°18'44"	N8° 23' 05"E	7.09
C2	31.45	20.00	90°06'39"	S44° 20' 13"W	28.31
C3	31.34	20.00	89°47'13"	N45° 42' 52"W	28.23
C4	31.12	20.00	89°09'22"	S45° 23' 56"E	28.08
C5	23.38	30.00	44°39'01"	N67° 41' 52"E	22.79
C6	14.56	44.50	18°44'44"	S54° 44' 44"W	14.49
C7	15.62	44.50	20°06'39"	S55° 22' 55"E	15.54
C8	23.38	30.00	44°39'01"	N67° 39' 06"W	22.79
C9	31.71	20.00	90°50'19"	S44° 35' 54"W	28.49

DRAFT
FOR MAP CHECK ONLY

DOMAIN ESTATES PHASE 3
CROWN COMMUNITIES DOMAIN ESTATES LLC
BEING A PORTION OF SECTION 16 T15N, R3E, M.D.B.&M.
YUBA CITY, CALIFORNIA
FEBRUARY 2022

PREPARED BY:
NVES
NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (Domain Estates – Unit III)

Recommendation: Adopt a Resolution confirming and ordering annexation of the parcel associated with the Domain Estates – Unit III Development, APN 59-530-027 into the existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory

Fiscal Impact: \$342.94 per lot, \$4,458.22 total annual revenue, with an inflation index

Purpose:

To fund the ongoing operation, maintenance, and administration of street lighting, street trees, landscaping materials, irrigation systems, block walls and street-end barricades.

Council Strategic Goal:

Annexing this subdivision into a Lighting and Landscape Maintenance District (LLMD) addresses the City Council's Strategic Goal of maintaining infrastructure, as the LLMD will ensure that street lighting, landscaping and associated items, block walls, and street-end barricades are maintained and in operation.

Background:

The existing LLMD No. 5, Zone of Benefit K_18 was established in 2017 for the Valencia Estates subdivision, with a fee per parcel for the operation and maintenance costs associated with street lighting, street trees, landscape medians, landscape strips, and landscape planters with block walls. The fee per parcel for Zone of Benefit K_18 was determined based on annual maintenance costs for the aforementioned items associated with the Valencia Estates Subdivision.

Currently the Domain Estates – Unit III Development at Assessor's Parcel Number (APN) 59-530-027 is requesting to be included into this Zone of Benefit, to satisfy conditions of approval for Tentative Map (TM 20-05). Additionally, the subject parcel is planned to be split into 13 parcels. In order to determine what the assessment will be for these 13 parcels, the original assessment for Zone of Benefit K_18 will need to be increased to today's dollars using the Consumer Price Index (CPI).

The City has created and modified several LLMDs to encompass a number of commercial projects and subdivisions over the past few years. The process of annexing to an existing District consists of adopting multiple City Council Resolutions, holding Public Hearings, and observing rights of majority protests.

Analysis:

The Public Notice procedure can be waived and an expedited process can be substituted at the request of the property owners requesting to be annexed into the District. The authorized representatives of the Domain Estates – Unit III Development have requested to waive the Public Hearing proceedings, which has allowed the City to utilize the expedited process in order to annex the parcels associated with the Domain Estates – Unit III Development into the existing LLMD No. 5, Zone of Benefit K_18.

The expedited process consists of the City Council adopting a single Resolution which confirms and orders the annexation of the new territory into the existing Zone of Benefit and order a levy of assessments for said Zone of Benefit. The levy amounts have been established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the streetlights, and maintain street trees, landscaping materials, and irrigation systems within the Zone of Benefit (Attachment 2).

Once the Resolution has been adopted, the City will file the Engineer's Report with the City Clerk. The information will then be provided to the Sutter County Auditor-Controller so that the properties can be assessed accordingly.

Fiscal Impact:

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for the Yuba City Lighting and Landscape Maintenance District No. 5 Zone of Benefit K_18 has determined that the annual assessed amount for the parcels being annexed into the Zone of Benefit is \$342.94 per lot, or \$4,458.22 total annually, and is subject to an annual inflation increase.

Alternatives:

1. Do not adopt the following Resolution and fund the operation and maintenance of the street lighting, street trees, landscape medians, landscape strips, and landscape planters with block walls from alternate sources.
2. Direct staff to begin the typical longform Lighting and Landscape Maintenance District annexation procedure.

Recommendation:

Adopt a Resolution confirming and ordering annexation of the parcel associated with the Domain Estates – Unit III Development, APN 59-530-027 into the existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 and establishing a levy of assessments for the annexed territory.

Attachments:

1. Resolution – Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18 (Domain Estates – Unit III) with Exhibits
2. Engineer's Report – LLMD No. 5, Zone of Benefit K_18

3. Waive Public Hearing Letter - Yuba City Lighting and Landscape Maintenance District No. 5,
Zone of Benefit K_18 (Domain Estates – Unit III)

Prepared By:
Josh Wolfe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING ANNEXATION OF THE PARCELS
ASSOCIATED WITH THE DOMAIN ESTATES – UNIT III
DEVELOPMENT, APN 59-530-027, INTO THE EXISTING YUBA CITY
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5, ZONE
OF BENEFIT K_18 AND ESTABLISHING A LEVY OF ASSESSMENTS
FOR THE ANNEXED TERRITORY**

WHEREAS, the City of Yuba City, pursuant to the provisions of the Lighting and Landscaping Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”), previously established Yuba City Lighting and Landscape Maintenance District (“District”) No. 5, and has levied and collected the annual assessments for said District No. 5; and

WHEREAS, assessments levied within the District provide revenue for the purpose of financing the maintenance of certain public projects eligible under the Act, including without limitation the operation, maintenance, and servicing of public streetlights, street trees, landscaping materials, and irrigation systems; and

WHEREAS, certain property owners have requested their property to be annexed into District No. 5, Zone of Benefit K_18; and

WHEREAS, in annexation proceedings, the resolutions, report, notices of hearing, and right of majority protest shall be waived with the written consent of all of the owners of property within the territory to be annexed, and mailed notice may be dispensed with as to all property owners who shall have filed a written request for the annexation of their property; and

WHEREAS, pursuant to Section 22608 of the Streets and Highways Code, the property owners have provided written consent waiving such items, and acknowledging the amount of levy and collection of assessments; and

WHEREAS, the resolutions, report, notices of hearing, right of majority protest, and mailed notice have been properly waived; and

WHEREAS, the City Council desires to annex the territory of the property owners to existing assessment District No. 5; designate the portion of the annexed territory into existing District No. 5 Zone of Benefit K_18, and set the levy and collection of assessments against the assessable lots and parcels of land for that portion of territory.

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

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council finds that the hearing on said annexation of territory and levy of assessment was held in accordance with law and all persons desiring to speak were heard, and that there was no majority protest by the property owners of the same.

Section 3. The City Council orders the territory identified in Exhibit "B" is annexed into existing assessment district Yuba City Lighting and Landscape Maintenance District No. 5 ("District"), Zone of Benefit K_18.

Section 4. 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 Zone of Benefit K_18 of the existing assessment district designated "Yuba City Lighting and Landscape Maintenance District No. 5" pursuant to the provisions of the Act, for the remainder of the fiscal year commencing July 1, 2021 and ending June 30, 2022, to pay for the costs and expenses of the improvements for Zone of Benefit K_18, at the assessment rate(s) set forth in Exhibit "A."

Section 5. The City Council hereby determines that the territory within Zone of Benefit K_18 of the District, whose boundaries are set forth in Exhibit "B," will be the territory benefited by the maintenance and servicing of the improvements.

Section 6. The City Council hereby orders the levy of the assessments described in said Exhibit "A."

Section 7. The City Council finds that the assessment diagram showing Zone of Benefit K_18 of the District, and also the subdivision of land within the District, as contained in Exhibit "B," 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 for that portion of the District.

Section 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 June 10th, 2022.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of June, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – Assessment Roll

Exhibit B – Vicinity Map

Exhibit C – Existing Zone of Benefit Map

Exhibit A

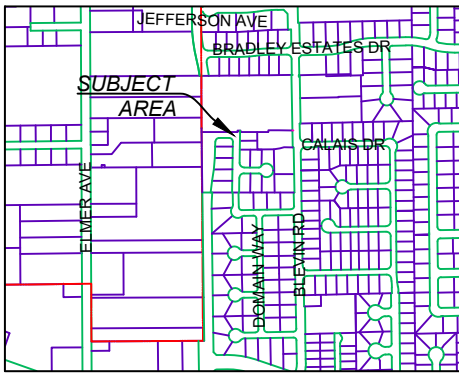
PART C

ASSESSMENT ROLL

**Yuba City Lighting and Landscape Maintenance District No. 5
ZONE OF BENEFIT K_18
(Domain Estates - Unit 3)**

Assessment #	Assessor's #	Amount of Assmt.
1-13	59-620-TBD	\$ 342.94

Exhibit B



DOMAIN ESTATES - UNIT 3
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5
ZONE OF BENEFIT K_18



SCALE: 1" = 250'

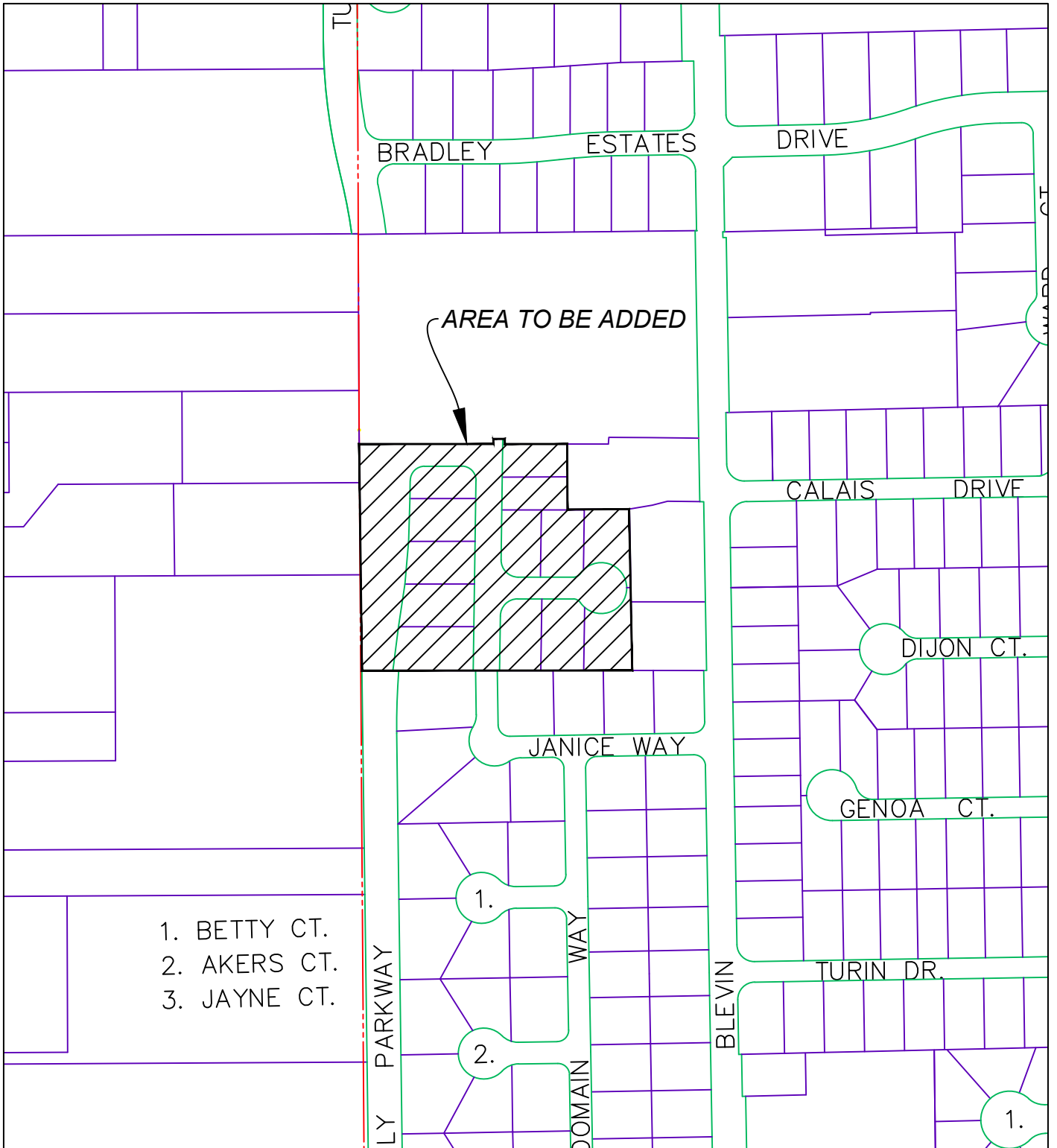
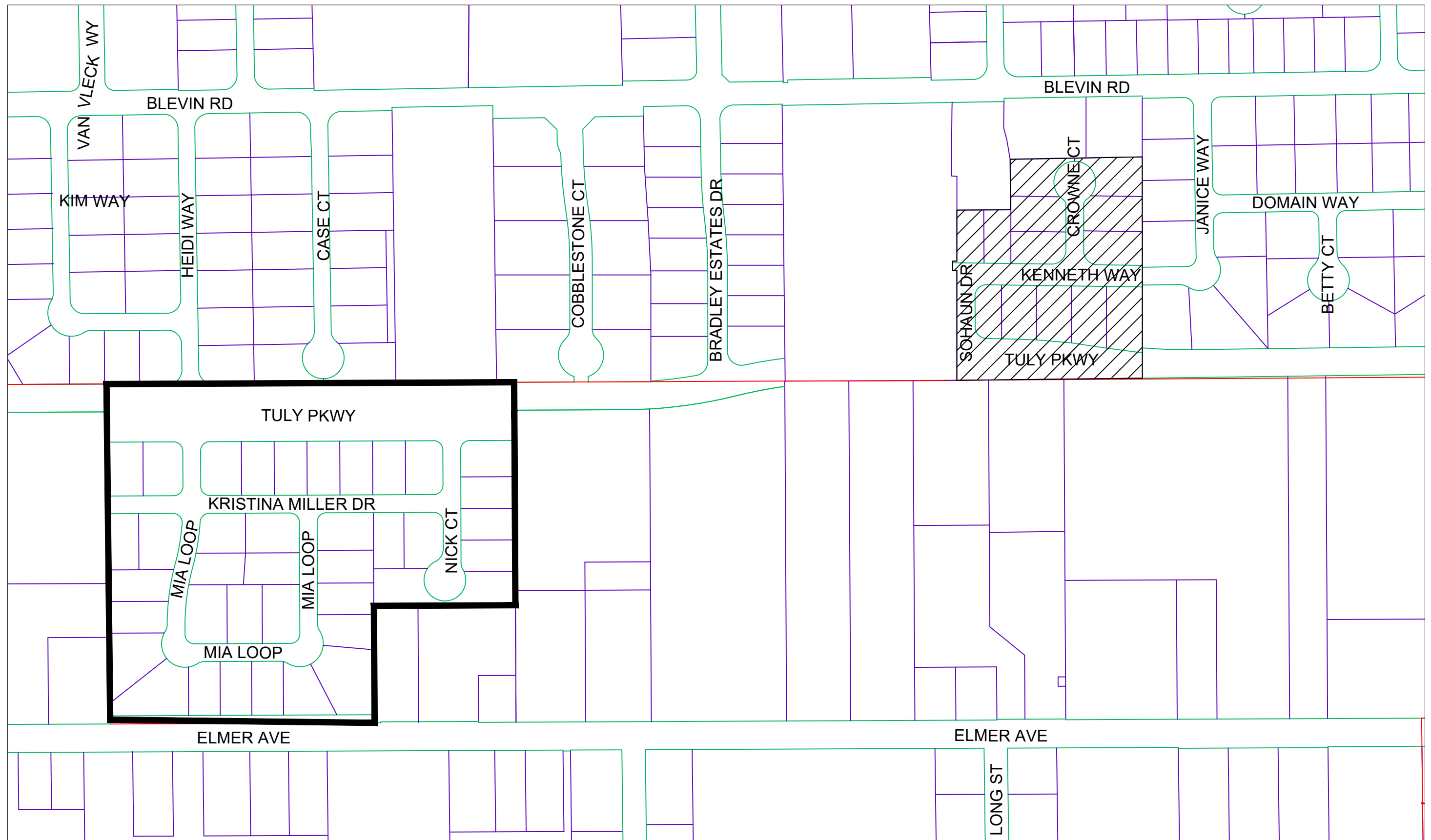


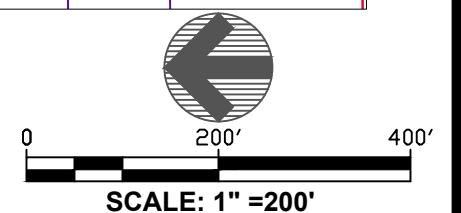
Exhibit C



SYMBOL LEGEND:

- EXISTING ZONE OF BENEFIT K_18 AREA
- PARCELS BEING ANNEXED INTO ZONE OF BENEFIT

**LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5, ZONE OF BENEFIT K_18
NEW AREA FOR ZONE OF BENEFIT MAP**



ATTACHMENT 2

ENGINEER'S REPORT

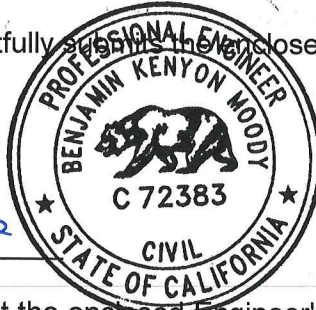
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5



2021-2022 ZONE OF BENEFIT K_18 (Domain Estates – Unit 3)

**ENGINEER'S REPORT
FOR
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5
ZONE OF BENEFIT K_18
(Domain Estates - Unit 3)
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

The undersigned respectfully submits the enclosed report as directed by the City Council.

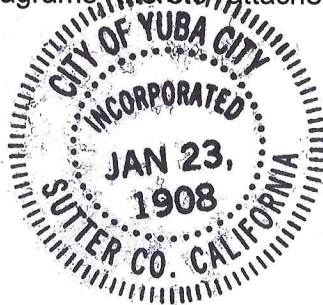


Benjamin Moody, Engineer of Work
City of Yuba City

Dated : 6/1/2022

By: Ben

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto, attached, was filed with me on the 1ST of JUNE, 2022.



Ciara Wakefield, Deputy City Clerk
City of Yuba City
Sutter County, California

By: Ciara Wakefield

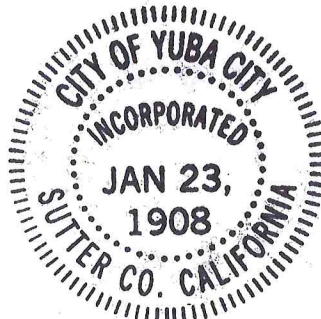
I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto, attached, was approved and confirmed by the City Council of the City of Yuba City, California, on the 7TH of JUNE, 2022.



Ciara Wakefield, Deputy City Clerk
City of Yuba City
Sutter County, California

By: Ciara Wakefield

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with the County Auditor of the County of Sutter, on the 10TH of JUNE, 2022.



Ciara Wakefield, Deputy City Clerk
City of Yuba City
Sutter County, California

By: Ciara Wakefield

**ENGINEER'S REPORT
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5
ZONE OF BENEFIT K_18
(Domain Estates - Unit 3)**

(Pursuant to the Landscaping and Lighting Act of 1972)

Benjamin Moody, Engineer of Work for the Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit K_18, City of Yuba City, County of Sutter County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highway Code (Landscape and Lighting Act of 1972).

The improvements to be maintained subject to this report include the street lighting, street trees, landscape medians, landscape strips, and landscape planters with block walls, as described within the original "Engineer's Report, Yuba City Lighting and Landscape District No. 5, Zone of Benefit K_18, Valencia Estates". The area requesting annexation into District 5, Zone of Benefit K_18 includes: Domain Estates - Unit 3 (TSM 20-05), on Assessor's Parcel Number 59-530-027, located north of Janice Way, east of Elmer Avenue, south of Bradley Estates Drive, and west of Blevin Road. The subject parcels are to be split into 13 parcels. In addition to the aforementioned improvements, funds from this annexation will also cover costs for maintenance and replacement of barricades and associated chain link fencing.

This report consists of five parts, as follows:

Part A- Plans and specifications (the improvements to be maintained are not filed with the City Clerk, since this will be a maintenance district only).

Part B - An estimate of the cost of maintenance.

Part C - An assessment of the estimated cost of maintenance on each benefited parcel of land within the assessment district (see attached list).

Part D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Part E - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



Benjamin Moody
Engineer of Work
City of Yuba City

**PART A
PLANS AND SPECIFICATIONS**

**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5
ZONE OF BENEFIT K_18
(Domain Estates - Unit 3)**

This is a maintenance district only -- no plans or specifications are required.

PART B
ESTIMATE OF ANNUAL COST OF MAINTENANCE
Yuba City Lighting and Landscape Maintenance District No. 5
Zone of Benefit K_18
(2 Parcels)

Basis of Calculation
Domain Estates - Unit 3 TM 20-03,

Background

The Domain Estates - Unit 3 Development at Assessor's Parcel Number (APN) 59-530-027 is requesting to be included into a Zone of Benefit, as required through their conditions of approval for Tentative Subdivision Map (TSM 20-05). Based on the characteristics of Domain Estates – Unit 3's improvements, the best-fit option for an existing Zone of Benefit annexation would be the existing Zone of Benefit K_18.

The existing LLMD No. 5, Zone of Benefit K_18 was established in 2017 for the Valencia Estates subdivision, with a fee per parcel for the operation and maintenance costs associated with street lighting, street trees, landscape medians, landscape strips, and landscape planters with block walls. The fee per parcel for Zone of Benefit K_18 was determined based on annual maintenance costs for the aforementioned items associated with the Valencia Estates Subdivision.

The subject parcels are planned to be split into 13 parcels. In order to determine what the assessment will be for these 13 parcels, the original assessment for Zone of Benefit K_18 will need to be increased to today's dollars using the Consumer Price Index (CPI).

Analysis

The original estimate for annual maintenance costs in this Zone of Benefit was as follows:

Yuba City Lighting and Landscape Maintenance District No. 5
Zone of Benefit K_18
(39 Lots)

Basis of Calculation
Valencia Estates Dwg. No. 5364-D

Street Lighting – Residential		<u>Total</u>
\$109./yr x 12 lights	=	\$1,308.00
Street Lighting – Tuly Parkway & Elmer Road Collector/Arterial		
\$119/yr. x 7 lights	=	\$833.00

Current cost: (5 active lights = \$595.00)

Interior Street Trees –
 $\$45/\text{tree} \times 88 \text{ trees} = \$3,960.00$

Tuly Parkway - Trees, Landscape Strips/Planters, and Medians
 $\$.20/\text{sq. ft.} \times 18,850 \text{ SF} = \$3,770.00$

Elmer Road – Trees, Landscape Strips/Planters
 current r/w area between edge of pavement and block wall
 $\$0.20/\text{sq. ft.} \times 8,750 \text{ SF} = \$1,750.00$

Current cost: (Elmer Road not fully constructed = \$500.00)

Tuly Parkway and Elmer Avenue – Block Wall
 $\$.50/\text{LF} \times 1,274 \text{ LF} = \637.00

Subtotal = **\$12,258.00**
 CPI multiplier (1.0) = **\$12,258.00**
 10% Administration = **\$1,225.80**

Subtotal Assessment = \$13,483.80

Per Lot Assessment (39 Lots) = \$345.74

FY 17-18 Per Lot Assessment (39 Lots) = \$296.15

The above calculations show the original annual cost for maintenance per parcel (\$296.15) for Zone of Benefit K_18. The below tables show the CPI and Multipliers for January of 2017, and January of 2022:

Consumer Price Index

Year	Consumer Price Index	Multiplier
January 2017	242.839	1.000
January 2022	281.148	1.158

In order to bring the 2017 per parcel assessment into January 2022 dollars, the CPI multiplier will be used.

Established Rate Per Parcel in 2017 = \$296.15
 CPI Multiplier (1.158) = \$342.94
 10 % Administration (Included in Original Per Parcel Rate) = \$0.00

Per Lot Assessment (13 Lots) = \$342.94

**PART C
ASSESSMENT ROLL**

**Yuba City Lighting and Landscape Maintenance District No. 5
ZONE OF BENEFIT K_18
(Domain Estates - Unit 3)**

Assessment #	Assessor's #	Amount of Assmt.
1-13	59-620-TBD	\$ 342.94

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT

Yuba City Lighting and Landscape Maintenance District No. 5
Zone of Benefit K_18
(Domain Estates - Unit 3)

All areas within the LLMD will share equally in the maintenance costs of the street lighting, street trees, and landscape strips described within the original "Engineer's Report, Yuba City Lighting and Landscape District No. 5, Zone of Benefit K_18, Valencia Estates". The area requesting annexation into District 5, Zone of Benefit K_18 includes: Domain Estates - Unit 3 (TSM 20-05), on Assessor's Parcel Number 59-530-027, located north of Janice Way, east of Elmer Avenue, south of Bradley Estates Drive, and west of Blevin Road. The subject parcels are to be split into 13 parcels. In addition to the aforementioned improvements, funds from this annexation will also cover costs for maintenance and replacement of barricades and associated chain link fencing.

The proposed assessments upon assessable lots and parcels of land within the assessment district shall be adjusted annually on each January 1 to reflect changes from January of the previous year to January of the current year of the "All Urban Consumers" Consumer Price Index, US City Average, as compiled by the United States Department of Labor, Bureau of Labor Statistics.

A 10% administration charge was factored into the original assessment in order to cover the cost to administer the District.

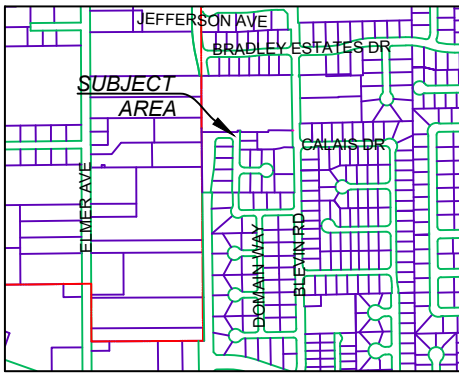
Consumer Price Index

Year	Consumer Price Index	Multiplier
January 2017	242.839	1.000
January 2022	281.148	1.158

PART E

ASSESSMENT DIAGRAM

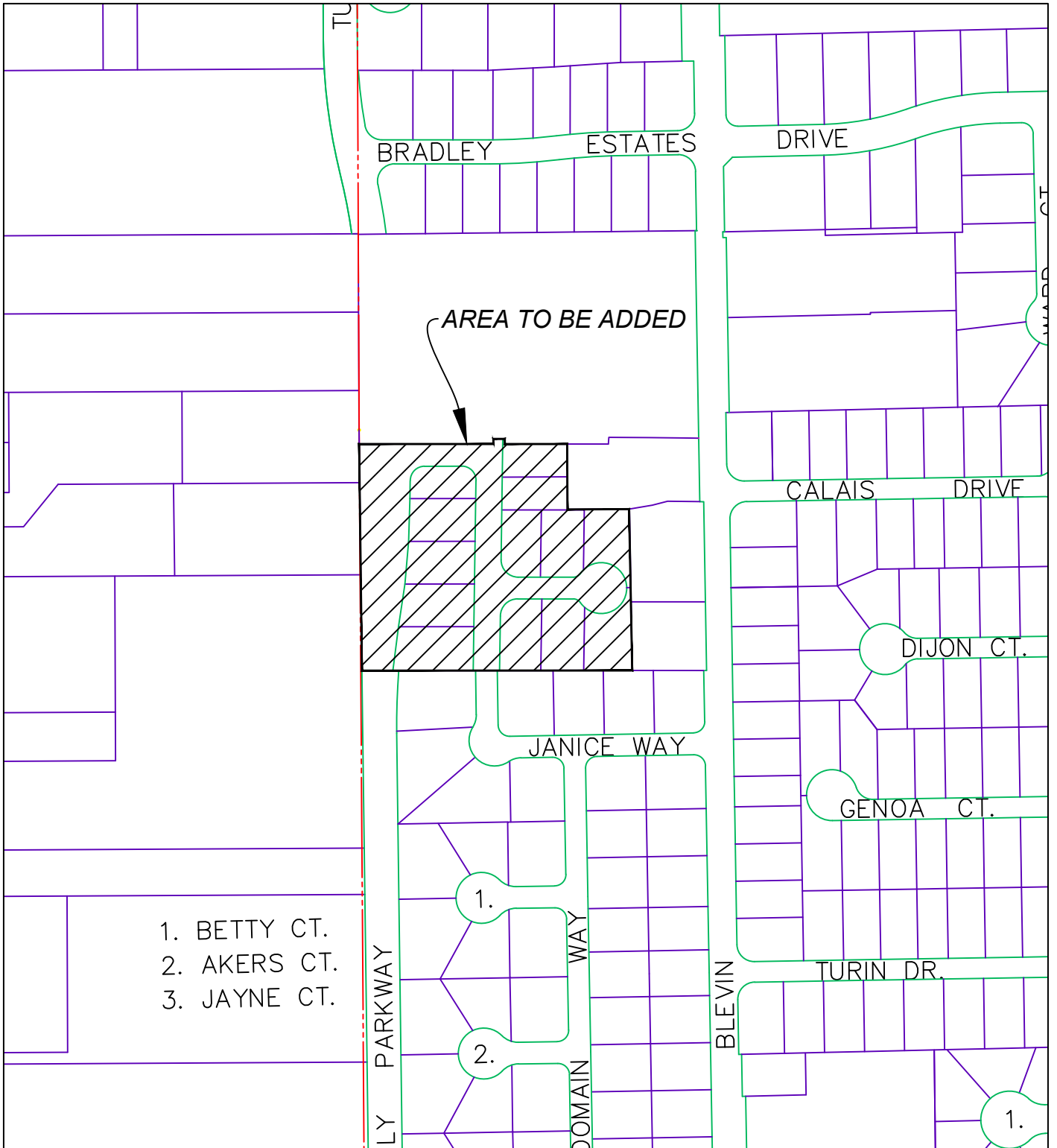
Yuba City Lighting and Landscape Maintenance District No. 5
ZONE OF BENEFIT K_18
(Domain Estates – Unit 3)

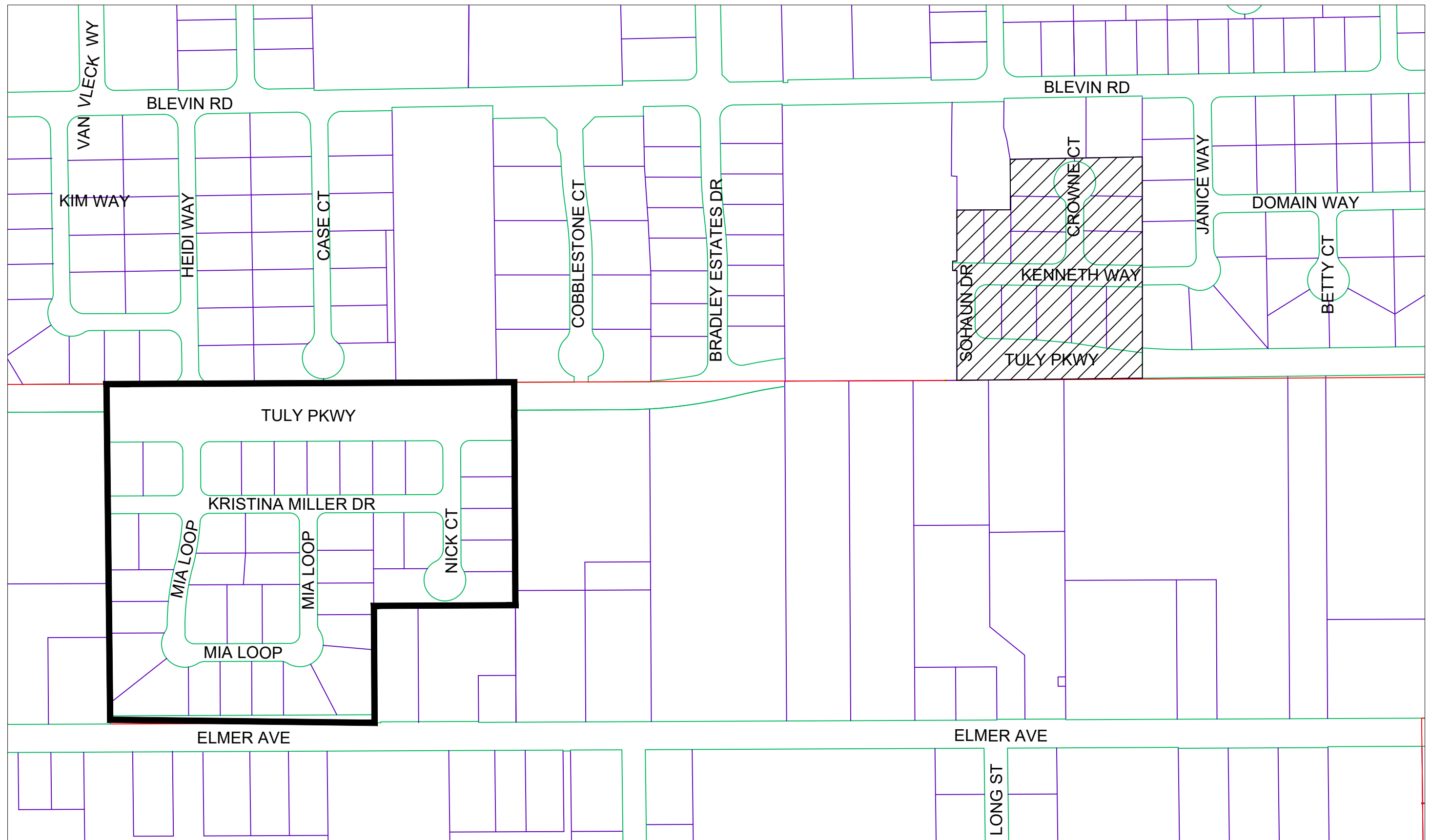


DOMAIN ESTATES - UNIT 3
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5
ZONE OF BENEFIT K_18



SCALE: 1" = 250'

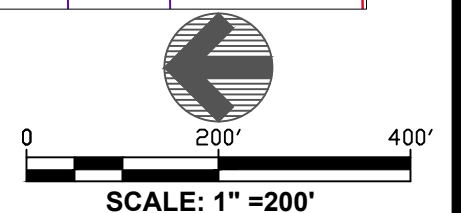




SYMBOL LEGEND:

-  - EXISTING ZONE OF BENEFIT K_18 AREA
-  - PARCELS BEING ANNEXED INTO ZONE OF BENEFIT

**LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5, ZONE OF BENEFIT K_18
NEW AREA FOR ZONE OF BENEFIT MAP**



ATTACHMENT 3



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

Subject: Domain Estates – Unit 3
Lighting and Landscape Maintenance District Assessment Formation

Dear Mr. Bradford:

We are the owners/representatives of the property designated as Domain Estates – Unit 3, which is described as Assessor Parcel Number (APN): 59-530-027, located north of Janice Way, east of Elmer Avenue, south of Bradley Estates Drive, and west of Blevin Road in Yuba City. The subject parcels are to be split into 13 parcels.

The subject property has been conditioned to request for the formation of a Lighting and Landscape Maintenance District, Zone of Benefit, as requested by the City, prior to the final map being filed.

Pursuant to Section 22608 of the Streets and Highways Code, we are waiving any resolutions, report, notices of hearing, and right of majority protest regarding the annexation of the subject property described above into Lighting and Landscape Maintenance District 5, Zone of Benefit K_18. I also acknowledge and agree that the subject property will be subject to a levy of an initial assessment in the amount of \$4,458.22 per year (\$342.94 per parcel, per year) as may be adjusted by a levy of annual assessments per Streets and Highways Code Section 22620 et seq.

It is hereby certified that the below signatures are that of the individuals authorized to sign on behalf of APN 59-530-027. If you have any questions, please call me at (530) 870-3172.

Sincerely,

A handwritten signature in blue ink, appearing to read "K S Takhar", written over a horizontal line.

Kalbir S. Takhar
CEO
Crowne Development, Inc.

5-30-22

Date

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Cooperative Agreement – City/County Sanborn Road Project
Recommendation: Adopt a Resolution authorizing the Public Works Director to execute a Cooperative Agreement with the County of Sutter for roadway improvements associated with the City's portion of Sanborn Road in the County's FY2020-21 Road Overlay Project
Fiscal Impact: \$231,317.80 – Account No. 1051 (Road Rehabilitation)

Purpose:

To facilitate roadway improvements in the City right-of-way in coordination with the County of Sutter.

Council's Strategic Goal:

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

Background:

Sanborn Road between Nand Drive and Lincoln Road falls under the jurisdiction of both the City and County of Sutter (County) (Attachment 2). The City is responsible for the eastern half of the road segment and the County is responsible for the western half. This portion of Sanborn Road is in need of repair, being on both the City's and County's maintenance lists.

The County desires to repair its portion of this road segment as part of its FY2020-21 Road Overlay Project. During the design of this project, the County approached the City to gauge interest in repairing the City's portion of this road segment, confirm the scope of work, and discuss potential partnering once prices were determined through competitive bidding. The scope includes overlaying Sanborn Road between Nand Drive and Lincoln Road with new asphalt concrete and adjusting all utility lids to grade. Due to the shared jurisdiction, a cost-share agreement is required between the City and the County to proceed with the improvements in both jurisdictions.

At the May 24, 2022 Board of Supervisors Meeting, the County awarded a construction contract to Lamon Construction Company, Inc. (Lamon) of Yuba City for the project.

Analysis:

The City and County have partnered on past projects where the jurisdictional right-of-way is shared by both agencies. Partnering with the County on projects adjacent to the City limits provides efficiency to both agencies and the contractor performing the work.

County staff advertised the project for a minimum of thirty (30) days and opened bids on April 8, 2022. After a review of the bid documents submitted, it was determined that Lamon was the lowest responsible and responsive bidder. Of the seven (7) bids received, Lamon's bid was 7.6% less than the engineer's estimate.

The County's bid documents contained two Additive Bid Alternatives 1A (County portion of Sanborn Road) and 1B (City portion of Sanborn Road) to clearly document each agency's share of the Sanborn Road portion of the project. Bid Alternative 1B representing the City's share is \$206,317.80. Staff is requesting authorization for a \$25,000 contingency (12%) to cover any unforeseen utility lids that need to be adjusted and potential increased quantities of asphalt concrete needed to assure proper drainage throughout the road section.

The proposed Cooperative Agreement (Attachment 1, Exhibit A) is based on the most recent Cooperative Agreement developed for Bogue Road, Franklin Avenue, and an adjacent portion of Sanborn Road in 2019. The City Attorney worked with City staff to develop the 2019 Cooperative Agreement. The 2022 agreement will be brought before the County Board of Supervisors upon City Council approval to perform the work on the east half of Sanborn Road. If the City does not approve the work for its portion of Sanborn Road, the County will proceed with repairing only the west half of Sanborn Road.

With this area ultimately planned to be annexed into the City, staff recommends proceeding with the planned maintenance activities to share cost burdens and move the maintenance forward.

Fiscal Impact:

The City's share of the Sanborn Road portion of the project is up to \$231,317.80, including a \$25,000 contingency. There is approximately \$800,000 available in Capital Improvement Program Account No. 1051 (Road Rehabilitation). The City will be invoiced by the County for the actual costs of the work. If the invoice amount exceeds the Cooperative Agreement amount, staff will return to Council with a recommendation on how to proceed.

Alternatives:

1. Do not enter into the agreement with the County of Sutter, leaving the City's portion of Sanborn Road in a state of disrepair.
2. Modify the contingency amount for the agreement.

Recommendation:

Adopt a resolution authorizing the Public Works Director to execute a Cooperative Agreement with the County of Sutter for roadway improvements associated with the City's portion of Sanborn Road in the County's FY2020-21 Road Overlay Project.

Attachments:

1. Resolution - Cooperative Agreement – City/County Sanborn Road Project
2. Exhibit A – Cooperative Agreement

3. Attachment 2 - Location Map

Prepared By:

Kevin Bradford

Deputy Public Works Director – Engineering

Submitted By:

Diana Langley

City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A COOPERATIVE
AGREEMENT WITH THE COUNTY OF SUTTER FOR ROADWAY IMPROVEMENTS
ASSOCIATED WITH THE CITY'S PORTION OF SANBORN ROAD IN THE COUNTY'S FY2020-21
ROAD OVERLAY PROJECT**

WHEREAS, the County of Sutter (County) awarded a construction contract to Lamon Construction Company, Inc. (Lamon) of Yuba City for the County's FY2020-21 Road Overlay Project (Project); and

WHEREAS, the Project includes overlaying Sanborn Road between Nand Drive and Lincoln Road with new asphalt concrete and adjusting all utility lids to grade; and

WHEREAS, the portion of Sanborn Road between Nand Drive and Lincoln Road falls under the jurisdiction of both the City and County, with the City being responsible for the eastern half of the road and the County being responsible for the western half; and

WHEREAS, the said portion of Sanborn Road is in need of repair, being on both the City's and County's maintenance lists; and

WHEREAS, the City and County have partnered on past projects where the jurisdictional right-of-way is shared by both agencies, with such projects providing efficiency to both agencies and the contractor performing the work; and

WHEREAS, the County advertised the project for bids in accordance with the Public Contract Code and Federal Highway Administration regulations, received seven (7) total bids, and determined that Lamon was lowest responsible and responsive bidder with a bid that was 7.6% less than the engineer's estimate; and

WHEREAS, the bids clearly document each agency's share of the Sanborn Road portion of the project, with Bid Alternative 1B representing the City's share at \$206,317.80; and

WHEREAS, City staff believes additional funding will be required during construction for such purposes as adjusting unforeseen utility lids to grade and increasing quantities of asphalt concrete as necessary to assure proper drainage throughout the road section; and

WHEREAS, the County of Sutter requires a Cooperative Agreement to facilitate reimbursement from the City for the City's share of cost.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. The Public Works Director is hereby authorized and directed to execute on behalf of the City of Yuba City a Cooperative Agreement with the County of Sutter for roadway improvements associated with the City's portion of Sanborn Road in the County's FY2020-21 Road Overlay Project, consistent with the material terms and conditions in the draft agreement attached to

this resolution, and subject to review and approval as to legal form by the City Attorney.

3. A copy of said draft Cooperative Agreement is attached hereto for reference as Exhibit A.
4. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of June, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – Cooperative Agreement

EXHIBIT A

COOPERATIVE AGREEMENT (“AGREEMENT”)

**BETWEEN
CITY OF YUBA CITY
AND
COUNTY OF SUTTER
FOR THE
FY2020-21 ROAD OVERLAY PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the COUNTY OF SUTTER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter referred to as "CITY." CITY and COUNTY are sometimes individually referred to hereinafter as “Party” and collectively as “Parties.”

RECITALS:

1. COUNTY and CITY, are authorized to enter into a cooperative agreement for improvements to the roadway and roadway components for County Project No. RR31002116N, FY2020-21 Road Overlay Project, hereinafter referred to as “PROJECT”.
2. COUNTY and CITY desire to partner for the improvements to be constructed on Sanborn Road between Nand Drive and Lincoln Road by COUNTY through the PROJECT. This project will include roadway widening to allow for new bicycle lanes, aggregate base shoulders, edge grinding and conform grinding of existing asphalt concrete, adjusting of utility lids, an asphalt concrete overlay, and striping improvements. The COUNTY has road right-of-way for the westerly portion of Sanborn Road and the CITY has road right-of-way for the easterly portion of Sanborn Road. The PROJECT layout plan, Exhibit A, shows the project limits and areas of responsibility.
3. COUNTY will contribute all actual costs for improvements to be constructed in the COUNTY right-of-way through the PROJECT totaling up to \$148,260.45, plus up to \$18,614 for construction management/contingency.
4. CITY will contribute all actual costs for improvements outside of the COUNTY right-of-way through the PROJECT up to \$206,317.80, plus up to \$25,000 for construction management/contingency.
5. Notwithstanding, COUNTY and CITY acknowledge that the dollar amounts shown in Paragraphs 3 and 4 for the PROJECT are based on the quantities from the current engineer’s estimate and unit prices from the lowest responsive and responsible bidder that has been awarded the project. Actual dollar amounts will be adjusted as necessary based on actual quantities installed. COUNTY will notify CITY in writing immediately upon determining that any adjustments are necessary.

6. COUNTY and CITY now define in this agreement the terms and conditions of their financial contribution.

COUNTY WILL:

1. Award and administer the construction contract for the PROJECT in accordance with the Public Contracting Code, City Contracting Policies and the terms of this Agreement.
2. Require its contractor to obtain a City Encroachment Permit, and oversee the construction and inspect the work in the CITY Right-of-Way for the PROJECT to proceed in a good and workman-like manner.
3. Provide coordination with the CITY and its designated representative for the completion of the PROJECT.
4. Provide Materials Testing for all concrete and asphalt in the CITY Right-of-Way in compliance with the CITY QAP Manual.
5. Change orders for CITY participating work will be considered in the event unanticipated conditions are encountered. All Change Orders for work in the CITY Right-of-Way must be approved by the City Engineer or his designated representative prior to work being done. Cost of the Change Order(s) will be paid from the project contingency amount.

CITY WILL:

6. Reimburse COUNTY for CITY's share of the cost of the PROJECT. Reimbursement by CITY to COUNTY will be made within 30 days of CITY's receipt of COUNTY's invoice, provided that COUNTY provides evidence reasonably satisfactory to CITY that COUNTY has paid the Construction Amount to the contractor that performed the work for the PROJECT.

Invoices and notices shall be sent to:

Public Works Department
Kevin Bradford, Deputy Public Works Director – Engineering
1201 Civic Center Drive
Yuba City, CA. 95993

7. Provide a contact person for coordinating COUNTY's inspection for the work performed in CITY's Right-of-Way.
8. Provide coordination with COUNTY and its designated representative for the completion of the PROJECT.
9. Provide Change Order review for work in CITY's Right-of-Way so the PROJECT proceeds in a good and workman-like manner.

GENERAL:

1. This Agreement shall be in effect as of the date executed and shall remain in effect until the terms of this Agreement are completed or amended.
2. Modifications or amendments affecting the terms and conditions contained in this Agreement shall be in writing and approved and executed by both parties.
3. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, constitutes the understanding between CITY and COUNTY as to the subject matter contained herein.
4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.
5. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above Recitals are incorporated by reference to the same extent and with the same force and effect as if fully set forth herein and shall constitute a part of this Agreement.
2. **MUTUAL INDEMNIFICATION.** The CITY and COUNTY shall mutually indemnify, protect, defend and hold harmless the other, including their respective managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) any act,

omission or neglect of the CITY or COUNTY's officers, directors, members, employees, agents, contractors or guests; (2) out of any breach by the CITY or COUNTY in the performance in a timely manner of any obligation to be performed under this Agreement; (3) any acts, omissions or negligence of the CITY or COUNTY or any person or entity claiming through or under CITY or COUNTY, or CITY or COUNTY's agents, employees, contractors, invitees or visitors; (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws; or (5) any claims and/or liability arising or governed by Workers Compensation law. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against CITY or COUNTY) litigated and/or reduced to judgment. In case any action or proceeding is brought against CITY or COUNTY by reason of any of the foregoing matters, CITY or COUNTY upon notice from the other Party shall defend the same at its expense by counsel reasonably satisfactory to the CITY or COUNTY and the other Party shall cooperate with CITY or COUNTY in such defense. The CITY or COUNTY need not have first paid any such claim in order to be so indemnified. In addition, the CITY OR COUNTY may require CITY or COUNTY to pay the CITY or COUNTY's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the CITY or COUNTY shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by CITY or COUNTY or its counsel.

The CITY or COUNTY shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of CITY or COUNTY, CITY or COUNTY's employees, contractors, invitees, customers, or any other person, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, including the commission of a crime, whether the said injury or damage results from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of the CITY or COUNTY or the CITY or COUNTY's employees, contractors or agents.

The provisions of this section shall survive the expiration or termination of this Agreement.

3. **ENTIRE AGREEMENT.** This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect to same.

4. **INTERPRETATION/GOVERNING LAW/VENUE.** This Agreement shall be construed according to its fair meaning and as if prepared by both Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of California in effect at the time it is recorded. Venue for any action arising out of this Agreement shall be within the California Superior Court, County of Sutter or Federal District Court, Eastern District of California, Sacramento Division.

5. **VOLUNTARY AGREEMENT.** The Parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The Parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of

relevant information, through sources of their own selection, including consultation with legal counsel of their choosing if desired, in deciding whether to execute this Agreement.

6. **MODIFICATION OR AMENDMENT.** This Agreement may only be amended or modified in writing executed by the CITY and COUNTY and recorded in the public records of Sutter County Records.

7. **OBLIGATION.** Nothing in this Agreement shall obligate or require the Parties to commence any of the projects described, referenced or identified within this Agreement.

8. **ATTORNEY'S FEES.** In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF YUBA CITY, a Municipal Organization

By: _____
Dave Shaw, Mayor

ATTEST:

By: _____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

"CITY"

COUNTY OF SUTTER, a political subdivision of the
State of California

By: _____
Neal Hay, Director of Development Services
for the County of Sutter

APPROVED AS TO FORM:

Deputy County Counsel

ATTEST:

Clerk of the Board of Supervisors

"COUNTY"

ATTACHMENT 2

CITY OF YUBA CITY CITY-COUNTY COOPERATIVE AGREEMENT

SYMBOL LEGEND

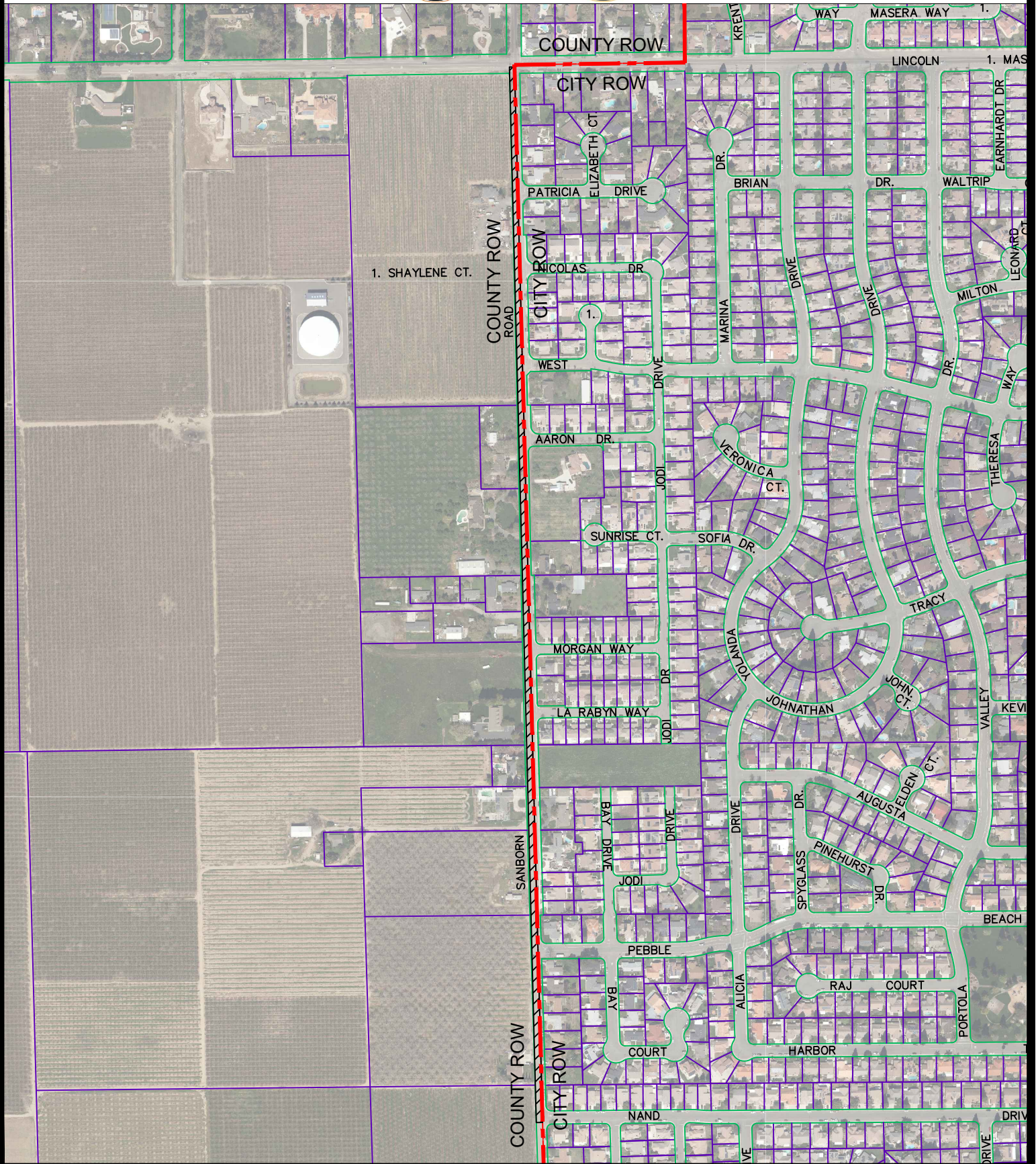
-  PORTION OF PROJECT WITHIN COUNTY JURISDICTION
-  CITY/COUNTY BOUNDARY LINE

LOCATION MAP



0 500' 1,000'

SCALE: 1" = 500'



CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: 2022 Striping and Marking Project (Plans & Specifications)
Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the 2022 Striping and Marking Project
Fiscal Impact: \$180,000 - Engineer's Estimate – Account No. 1024 (Striping and Marking)

Purpose:

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

Council's Strategic Goal:

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

Background:

The City's current pavement markings and safety striping is deteriorating at various locations around the City due to age. Replacement of faded traffic striping, pavement markings, crosswalks, and bike path striping along City roadways will decrease the potential for pedestrian and vehicular incidents and improve the safety of the City's residents. The locations to be addressed are shown on the Project Location Map (Attachment 2) and listed below:

Area A – Royo Ranchero Drive
Area B – Hooper Road (North)
Area C – Stabler Lane
Area D – Hooper Road (South)
Area E – Clark Avenue/Cooper Avenue

Area F – Shasta Street
Area G – Sanborn Road/McCune Avenue
Area H – Richland Road/Railroad Avenue
Area I – Gold River Drive

Analysis:

Public Works has prepared the project plans, specifications, and cost estimate for the 2022 Striping and Marking Project. The focus of this project was to identify sections of roadways that have raised pavement markers, and replace those pavement markers with thermoplastic striping and reflective

markers. Scope of work includes replacing existing centerlines, bike lane lines, and intersection related striping. With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Advertise for Bid:	June 2022
Award Contract:	July 2022
Start of Construction:	Summer 2022
Completion:	Summer 2022

The plans and specifications for the project are on file in the Public Works Department at City Hall and at <http://www.yubacity.net/publicworksplans> for review.

Fiscal Impact:

The estimated project cost is \$180,000. This estimate includes 5% contingency and 5% construction management to reflect total project cost. The project will be funded primarily with gas tax funds through CIP Account No. 1024 (Striping and Marking). Detailed fiscal impacts will be presented to Council at the award of the contract based on the actual bid amounts.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the installation of striping, markers, and markings within existing City facilities are defined as repairs, maintenance, or minor alterations of existing public facilities, involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

Provide staff with alternative direction regarding priority locations and/or modify project scope.

Recommendation:

Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the 2022 Striping and Marking Project.

Attachments:

1. Resolution - 2022 Striping and Marking Project (Plans & Specifications)
2. Project Location Map

Prepared By:
Fabiola Vazquez
Assistant Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION,
APPROVING THE PLANS AND SPECIFICATIONS, AND
AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2022
STRIPING AND MARKING PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the 2022 Striping and Marking Project.

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

1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the installation of striping, markers, and markings within existing City facilities are qualifying repairs, maintenance, or minor alteration of existing public facilities involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. The plans and specifications for the 2022 Striping and Marking Project be approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the 2022 Striping and Marking Project.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of June, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

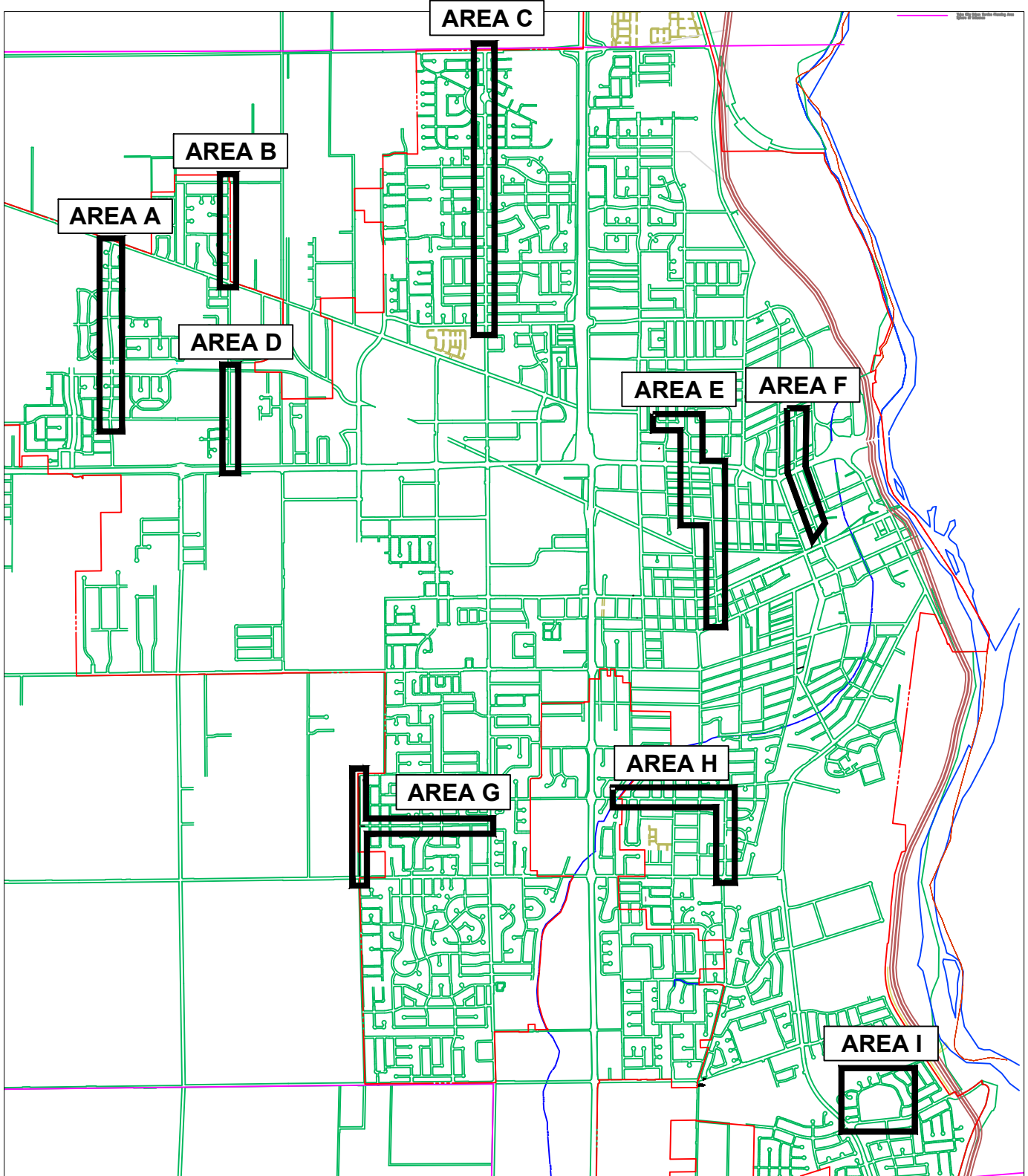
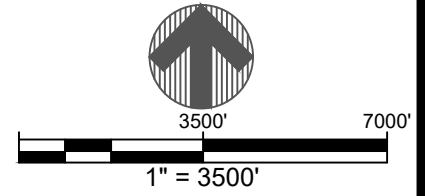
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

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

ATTACHMENT 2

2022 STRIPING AND MARKING PROJECT PROJECT LOCATION MAP



CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Proposed City Hall Holiday Closures
Recommendation: Adopt a Resolution authorizing the closure of City Hall for Monday, November 21, 2022 through Friday, November 25, 2022 and for Monday, December 26, 2022 through Monday, January 2, 2023
Fiscal Impact: None.

Purpose:

To provide advance notice for the public and City staff to plan for the holiday periods: 1. Thanksgiving: Monday, November 21, 2022 through Friday, November 25, 2022; 2. Christmas/New Year's Holiday: Monday, December 26, 2022 through Monday, January 2, 2023.

Background:

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

The proposed time periods to close City Hall:

- 1) 2022 Thanksgiving Week: November 21, 2022 through November 25, 2022 (Thanksgiving Closure);
- 2) 2022 Christmas and New Year's Week: December 26, 2022 through January 2, 2023 (Christmas and New Year's Closure).

The 2022 Thanksgiving Holidays (the fourth Thursday in November and the day following Thanksgiving) fall on November 24 and 25. City Hall shall be closed on Monday, November 21 and re-open on Monday, November 28.

Sun. Nov. 20	Mon. Nov. 21	Tues. Nov. 22	Wed. Nov. 23	Thurs. Nov. 24	Fri. Nov. 25	Sat. Nov. 26	Sun. Nov. 27	Mon. Nov. 28
				Holiday	Holiday			
	Closure	Closure	Closure	Closure	Closure			Open

For the 2022 Christmas and New Year's Holiday Schedule, the Christmas Float Holiday falls on Friday, December 23 and the New Year's Eve Float Holiday falls on Friday, December 30.

City Hall shall be closed on Monday, December 26 and re-open on Tuesday, January 3. The float holidays move to Friday as the floating holiday is the day before the holiday. With the float holiday on Saturday, it moves to Friday becoming an observed float holiday. Additionally, because the holidays fall on Sunday, the holidays move to Monday becoming an observed holiday.

Fri. Dec. 23	Sat. Dec. 24	Sun. Dec. 25	Mon. Dec. 26	Tues. Dec. 27	Wed. Dec. 28	Thurs. Dec. 29	Fri. Dec. 30	Sat. Dec. 31	Sun. Jan. 1	Mon. Jan. 2	Tues. Jan. 3
Obs. Float Holiday			Obs. Holiday				Obs. Float Holiday			Obs. Holiday	
Open			Closure	Closure	Closure	Closure	Closure			Closure	Open

This Holiday Closure provides a good opportunity for employees to take extra time off before the end of the fiscal year while customer service demands are low. Employees may elect to work during the City Hall holiday closure or to utilize accrued discretionary leave time.

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

Analysis:

The Holiday Closures will be well advertised to the public to ensure advance and thorough notification.

If approved, news releases would be sent out to the local newspapers, radio stations, and news stations. Notices of the closure would be posted at City Hall as well as on the City's website and Facebook.

Fiscal Impact:

None.

Alternatives:

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

Recommendation:

Adopt a Resolution authorizing the closure of City Hall for Monday, November 21, 2022 through Friday, November 25, 2022 and for Monday, December 26, 2022 through Monday, January 2, 2023.

Attachments:

1. Holiday Closure Resolution

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE CITY HALL HOLIDAY CLOSURES FOR NOVEMBER 21,
2022 – NOVEMBER 25, 2022 AND DECEMBER 26, 2022 – JANUARY 2, 2023**

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

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

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

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

City Hall shall be closed to the public from Monday, November 21, 2022 through Friday, November 25, 2022 and from Monday, December 26, 2022 through Monday, January 2, 2023.

On the dates in these two ranges other than the actual observed holidays and float holidays, City Hall workers will be able to work their regular hours during these two holiday closures (performing duties as assigned) or utilize accrued discretionary time off.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7th day of June 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Stacey Sheston
Special Counsel

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Approve PARS Amended and Restated Plan Document
Recommendation: Adopt a Resolution:

- A. Approving the PARS Amended and Restated Plan Document
- B. Authorizing the City Manager to execute the PARS Amended and Restated Plan Document on behalf of the City

Fiscal Impact: None.

Purpose:

To approve the Public Agency Retirement System (PARS) Alternative Retirement System (ARS) amended and restated plan document and to authorize the City Manager to sign.

Council's Strategic Goal:

Fiscal Responsibility.

Background:

A federal law, the Omnibus Budget Reconciliation Act of 1990 (OBRAD 90), requires that governmental employees who are not members of their employer's existing retirement system be covered by Social Security or an alternate plan. The City adopted the PARS ARS Plan, effective January 7, 1995, as an alternative plan to Social Security for City employees who otherwise are not eligible for participation in CalPERS. PARS has now requested an updated amended and restated plan document to address refinements in the law.

Analysis:

The PARS ARS Plan satisfies federal requirements and provides cost savings to employees and the City when compared to Social Security. The PARS amended and restated plan document is before the City Council for approval and to authorize the City Manager to execute the same on behalf of the City.

Fiscal Impact:

None.

Alternatives:

Do not approve the PARS amended and restated plan document and provide staff direction.

Recommendation:

Adopt a Resolution:

1. Approve an updated PARS amended and restated plan document.
2. Authorize the City Manager to execute the PARS amended and restated plan document on behalf of the City.

Attachments:

1. PARS Resolution
2. PARS Amended and Restated Plan Document

Prepared By:
Sheleen Loza
Administrative Analyst II

Submitted By:
Diana Langley
City Manager

Attachment 1

RESOLUTION NO. 22-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
THE PUBLIC AGENCY RETIREMENT SYSTEM ALTERNATIVE RETIREMENT
SYSTEM AMENDED AND RESTATED PLAN DOCUMENT**

WHEREAS, the City recommends approving the updated Public Agency Retirement System (PARS) Alternative Retirement System (ARS) amended and restated plan document;

WHEREAS, The City Manager is hereby authorized to execute amended and restated plan document;

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

1. Approve the PARS ARS amended and restated plan document;
2. Authorize the City Manager to execute the PARS ARS amended and restated plan document on behalf of the City.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7th day of June 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Shannon Chaffin, Esq.
Aleshire & Wynder, LLP

ATTACHMENT 2

CITY OF YUBA CITY

PUBLIC AGENCY RETIREMENT SYSTEM

ALTERNATE RETIREMENT SYSTEM

(PARS-ARS)

AMENDED AND RESTATED

EFFECTIVE JUNE 7, 2022

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INTRODUCTION

The City of Yuba City (the "Employer") has adopted this tax qualified governmental profit sharing plan for the benefit of its Eligible Employees as Plan Number: 002. This document is a full and complete amendment and restatement of the City of Yuba City PARS Alternate Retirement System.

It is intended that this Plan and the Trust established to hold the assets of the Plan shall be qualified under Section 401(a) and tax-exempt under Section 501(a) of the Internal Revenue Code of 1986, together with any amendments thereto (the "Code"). It is also intended that this Plan shall meet the requirements of a governmental plan under Section 414(d) of the Code and of a pension trust. At any time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under this Plan, the Trust assets shall not be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries, as prescribed in Section 401(a)(2) of the Code.

ARTICLE I
DEFINITIONS

- 1.1 **"Account"** means, with respect to each Participant, the value of all accounts maintained on behalf of the Participant.
- 1.2 **"Aggregate Account"** means, with respect to each Participant, the value of all accounts maintained on behalf of the Participant, whether attributable to Employer or Employee contributions.
- 1.3 **"Amended Effective Date"** means June 7, 2022.
- 1.4 **"Beneficiary"** means the person, trust, or other entity to whom a share of a deceased Participant's Aggregate Account is payable.
- 1.5 **"Code"** means the Internal Revenue Code of 1986 as amended from time to time.
- 1.6 **"Compensation"** means all compensation for that portion of the Plan Year during which the Employee was a Participant, paid in cash by the Employer to the Participant for personal services. Further, the Employer defines compensation as total compensation. The annual compensation of each Participant, as defined above by the Employer, taken into account in determining allocations for any Plan Year beginning after December 31, 2016 shall not exceed \$270,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. For any short Plan Year, the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by a ratio obtained by dividing the number of full months in the short Plan Year by twelve (12). The limitation on the maximum amount of Compensation that may be taken into account under the Plan shall not apply to any Participant eligible for a higher limit on annual compensation under the transition rule described in Section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations.
- 1.7 **"Effective Date"** means January 7, 1995.
- 1.8 **"Eligible Class of Employees"** means the eligible class of employees as provided herein and in the applicable governing board policies and regulations promulgated thereunder by the Employer.
- 1.9 **"Eligible Employee"** means all of those Employees of the Employer whose participation in this Plan are not prohibited or restricted by the provisions of a collective bargaining agreement or another plan or retirement system maintained by the Employer. Employees who are exempt from coverage under Social Security by federal law or regulation shall not be Eligible Employees.
- 1.10 **"Employee"** means an employee of the Employer.

- 1.11 **"Employee Contribution Account"** means the account by that name established pursuant to Section 3.2 hereof.
- 1.12 **"Employer"** means the City of Yuba City that has adopted this Plan. Only an employer eligible to adopt a governmental plan pursuant to Section 414(d) of the Code may be an "Employer" under this Plan.
- 1.13 **"Employer Contribution Account"** means the account by that name established pursuant to Section 3.1 hereof.
- 1.14 **"Inactive Participant"** means a Participant who is no longer eligible to participate because he is no longer in a class of Employees eligible to participate in this Plan but is still employed by the Employer.
- 1.15 **"Ineligible Employee"** means all of those Employees of the Employer whose participation in this Plan is prohibited or restricted by the provisions of a collective bargaining agreement, another plan or retirement system maintained by the Employer, or exempt from coverage under Social Security by federal law or regulation.
- 1.16 **"Investment Manager"** means the entity appointed by the Employer as the investment manager under the Plan.
- 1.17 **"Limitation Year"** means the limitation year under Section 3.5 hereof and shall mean the Plan Year.
- 1.18 **"Normal Retirement Age"** means sixty-two (62) years of age.
- 1.19 **"Participant"** means a Participant under Article II hereof.
- 1.20 **"Participant Aggregate Accounts"** means the accounts by that name established pursuant to Article III hereof.
- 1.21 **"Participant Contributions"** means contributions made on behalf of the Participant by the Employer as Pick Up Contributions and/or Participant after tax contributions.
- 1.22 **"Participant Contribution Account"** means the value of the Participant's interest in this Plan that is attributable to Pick Up Contributions and/or Participant after tax contributions.
- 1.23 **"Pick Up Contributions"** means Participant Contributions made by the Employer on behalf of the Participant pursuant to Section 414(h) of the Internal Revenue Code. Pick Up Contributions shall not under any circumstances be paid to the Participant or be directed by the Participant for any purpose except as Pick Up Contributions to this Plan. The Employer may make Pick Up Contributions through a reduction in salary, an offset against future salary increases, or a combination of the two.

- 1.24 **"Plan"** means the City of Yuba City PARS Alternate Retirement System.
- 1.25 **"Plan Administrator"** means the individual or position designated by the Employer to act on behalf of the Employer in matters relating to this Plan. If no designation is made, the Employer shall be the Plan Administrator. If a Plan Administrator has been appointed, the word "Employer" as used in this Plan shall mean Plan Administrator unless the context indicates a different meaning is intended.
- 1.26 **"Plan Year"** means the consecutive twelve-month period beginning on July 1 and ending on June 30.
- 1.27 **"Public Agency"** means an Employer authorized to establish a pension trust.
- 1.28 **"Regulations"** means the regulations adopted or proposed by the Department of Treasury from time to time pursuant to the Code.
- 1.29 **"Retirement System"** means any plan that meets the requirements for a retirement system under Section 3121(b)(7)(F) of the Code and the final regulations thereunder.
- 1.30 **"Social Security"** means the Social Security program as set forth in Title 42 of the United States Code, Section 301 et seq.
- 1.31 **"Trust"** means the trust established as part of the Public Agency Retirement System Trust to hold the assets of the Plan.
- 1.32 **"Trustee"** means the trustee of the Trust.
- 1.33 **"Valuation Date"** means the last day of the Plan Year or such other day on which the assets of the Trust are valued and the value of each Participant's Aggregate Account is determined.
- 1.34 **"Vested"** means the nonforfeitable portion of any Account maintained on behalf of a Participant.

ARTICLE II

ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

2.1 Time of Participation

An Eligible Employee shall participate in this Plan on each day during which the Employee is not accruing a benefit under Social Security, or another Retirement System provided and maintained by the Employer.

2.2 Termination of Participation

A Participant shall cease to be a Participant on the date on which the Participant begins to participate in another Retirement System or the date of his or her termination of employment as determined by the Employer.

2.3 Effect of Transfer to Ineligible Employment

If a Participant is no longer an Eligible Employee and becomes an Ineligible Employee, such Employee will participate immediately upon returning to the Eligible Class of Employees. Such participation shall commence as of the first day of such eligible employment.

2.4 In Service Distributions

A Participant who is no longer eligible to participate because he is no longer in the class of Eligible Employees, but who has not terminated employment with the Employer, shall become an Inactive Participant and shall remain such for twenty-four (24) months after which his interest in the Plan will be distributed to him upon consent.

ARTICLE III

CONTRIBUTIONS

3.1 Amount of Employer Contributions

There is hereby created and established and shall be maintained by the Plan Administrator the Employer Contribution Account. For Compensation earned during each day that an Employee remains a Participant under this Plan, the Employer shall make a contribution of zero percent (0%) of Compensation. Such contribution shall be made no later than the close of the Plan Year. This amount shall be credited to the Employer Contribution Account. Employer contributions will be allocated to each Participant in the ratio that such Participant's compensation bears to the compensation of all Participants.

3.2 Amount of Employee Contributions

There is hereby created and established and shall be maintained by the Plan Administrator the Employee Contribution Account. For Compensation earned during each day that an Employee remains a Participant under this Plan, the Employee shall make a contribution of seven and one-half percent (7.5%) of Compensation. Such contribution shall be credited to the Employee Contribution Account. In accordance with Section 414(h) of the Code and Sections 1.21 and 1.23 of this Plan, the contributions required under this Section 3.2 shall be Pick Up Contributions. Pick Up Contributions shall meet the requirements of Revenue Ruling 2006-43.

3.3 Administrative Expenses

The Employer may make contributions to the Trust sufficient to defray all or part of the expenses of administering the Plan or may pay such expenses directly.

3.4 Allocation of Administrative Expenses

If the Employer chooses not to pay the expenses of administering this Plan, such expenses shall be charged ratably against the Participants' Aggregate Accounts.

3.5 Limits on Annual Additions

Annual additions credited to a Participant's Account during a Limitation Year shall not exceed the lesser of \$40,000 (adjusted as permitted by Section 415(d) of the Code and Regulations issued thereunder) or 100 percent of Section 415 Compensation (provided that such 100 percent limitation shall not apply to any contributions for medical benefits after separation from service, within the meaning of Section 401(h) or Section 419A(f)(2) of the Code). This Section 3.5 shall be construed and interpreted in accordance with the provisions of Article IX.

3.6 Vesting

Except as set forth in Section 5.1, a Participant will be fully Vested in his Aggregate Account at all times. If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, each Participant with at least three years of service with the Employer may elect within a reasonable period of time after the adoption of the amendment or change to have his nonforfeitable percentage computed under the Plan without regard to the amendment or change.

3.7 Investment in Accordance with Applicable Law

All contributions, interest earned, and any assets of the Plan shall at all times be invested and managed in accordance with the requirements of applicable law.

3.8 Reversions

The Employer shall have the right to a reversion of assets from this Plan if (1) a contribution is conditioned upon the initial qualification of the Plan, a timely determination letter request is filed, and the Plan receives an adverse determination, or (2) the reversion is due to a good faith mistake of fact, or (3) the contribution is conditioned on its deductibility under Section 404 of the Code. Notwithstanding the foregoing, (i) any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution; (ii) in the event the deduction of a contribution made by the Employer is disallowed under Section 404 of the Code, such contribution (to the extent disallowed) must be returned to the Employer within one year of the disallowance of the deduction; and (iii) in the event that the Commissioner of Internal Revenue determines that the Plan is not initially qualified under the Internal Revenue Code, any contribution made incident to that initial qualification by the Employer must be returned to the Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

ARTICLE IV

FUNDING AND VALUATION

4.1 Funding

The assets of the Plan shall be held in a trust or invested in an insurance contract, which may or may not be held in a trust. For the purpose of funding this Plan, the Employer shall provide the Trustee or Investment Manager with written direction on how to invest the assets of the Plan. Notwithstanding anything to the contrary contained in the Trust Agreement, in-kind contributions shall not be permissible under the Plan. In the case of any conflict between this Plan document and any trust or custodial document under which assets of the Plan are held, this Plan document shall control.

4.2 Valuation

The value of a Participant's Employer Contribution Account and Employee Contribution Account shall be determined annually on a date hereafter referred to as a Valuation Date. As of each Valuation Date there shall be determined the amount of the investment gain or loss to be credited to the total of all assets held for Employer Contribution Accounts and Employee Contribution Accounts during the period since the preceding Valuation Date. The total adjustment shall be allocated among all of the individual Participant and Inactive Participant Accounts as of the current Valuation Date. The assets of the Trust shall be valued annually at fair market value. On the Valuation Date, the earnings and losses of the Trust will be allocated to each Participant and Inactive Participant.

4.3 Type and Nature of Plan

Neither the faith and credit nor the taxing power of the Employer, the State of California or any other political subdivision thereof other than the Employer is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of the Employer, but are payable solely from contributions, as more fully described herein. No Employee or Beneficiary may compel the exercise of the taxing power by the Employer. Distributions of benefits are not a debt of the Employer, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. Distributions are not a legal or equitable pledge, charge, lien, or encumbrance, upon any of the Employer's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of this Plan, set aside for distributions of benefits. Neither the Participants of the legislative body of the Employer nor its officers, employees, agents, or volunteers are liable hereunder. Benefits under the Plan may not be assigned or alienated except to the extent allowable under Sections 401(a)(13) and 414(p) of the Code.

ARTICLE V

VESTING

5.1 Vesting in Employer Contribution Account

Each Participant shall be one hundred percent (100%) Vested in his Employer Contribution Account at all times.

5.2 Vesting in Employee Contribution Account

Each Participant shall be one hundred percent (100%) Vested in his Employee Contribution Account at all times.

5.3 Full or Partial Termination

Notwithstanding the vesting schedule in 5.1 and 5.2, upon the complete discontinuance of Employer contributions to the Plan or upon any full or partial termination of the Plan, all amounts credited to the Account of any affected Participant shall become one hundred percent (100%) Vested and shall not thereafter be subject to forfeiture for any reason.

ARTICLE VI DISTRIBUTION OF BENEFITS

6.1 Incidental Death Benefits

(a) Distributions from the Plan shall be made in accordance with Section 401(a)(9) of the Code, including the incidental death benefits under Section 401(a)(9)(G) and the regulations thereunder. The required beginning date of benefit payments that represent the entire interest of the Participant shall be as follows:

(b) A Participant shall have the option of commencing distributions by April 1 following age 70½ or deferring payment until actual retirement. For avoidance of doubt, a Participant is not required to receive a distribution while an Employee (in 2009 or any other year).

(c) Time and Manner of Distribution.

(i) Required Beginning Date. The Participant's entire interest will be distributed to the Participant no later than the Participant's Required Beginning Date.

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed no later than December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) Forms of Distribution. The Participant's interest shall be distributed in the form of a single sum on or before the Required Beginning Date.

(iv) Required Beginning Date. The April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or, if the Participant opts to defer payment until retirement, the April 1 of the calendar year following the calendar year in which the Participant actually retires.

6.2 Amount of Distribution

A Participant who terminates employment for any reason shall be entitled to one hundred percent (100%) of the value of his Aggregate Account determined as of the most current Valuation Date.

6.3 Lump Sum Distributions

All distributions shall be made in a lump sum payment in cash constituting the entire value of the distributee's Aggregate Account.

6.4 Time of Distribution

Unless otherwise specified herein, benefits shall become distributable to a Participant (or the Participant's Beneficiary in any case of the Participant's death) upon any termination of the Participant's employment by reason of resignation, discharge, retirement, disability, or death. This Plan does not provide for mandatory distributions of any amount. Therefore, no distribution is made (regardless of the amount of the distribution) without the consent of the Participant (or the Participant's Beneficiary in any case of the Participant's death).

6.5 Participant's Rights Not Subject to Execution

The right of a Participant to a benefit under this Plan is not subject to execution or any other process whatsoever, except to the extent permitted and is unassignable.

6.6 Unclaimed Benefits

Each Participant and Beneficiary of a deceased Participant shall file with the Plan Administrator from time to time in writing, his home address and each change of home address. Any communication shall be addressed to the Participant or the Beneficiary at his last home address filed with the Plan Administrator, or if no such address was filed, then at his last home address as shown on the Employer's records, shall be binding on the Participant or Beneficiary for all purposes of the Plan. The Participant's Account balance shall be subject to the abandoned property law of the applicable jurisdiction.

6.7 Direct Rollovers

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Plan, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(b) A Beneficiary who is not the spouse of the Participant may elect a direct trustee to trustee transfer that qualifies as an eligible rollover distribution under this Section 6.7. Such transfer shall be made to an individual retirement plan described in Section 408(a) of the Code or an individual retirement account that is established for the purpose of receiving the distribution on behalf of such Beneficiary. Such individual retirement account shall be deemed an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(c) Definitions

(i) Eligible Rollover Distribution

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; (iii) any hardship distribution; (iv) and any other distribution(s) that is reasonably expected to total less than \$200 during a year. For purposes of the \$200 rule, a distribution from a designated Roth account and distributions from other accounts under the Plan are treated as made under separate plans. Any portion of a distribution that consists of after-tax employee contributions which are not includable in gross income may be transferred only to (A) a traditional individual retirement account or annuity described in Section 408(a) or (b) of the Code or Roth individual retirement account or annuity described in Section 408A of the Code; or (B) to a qualified plan described in Section 401(a) of the Code or to an annuity contract described in Section 403(b) of the Code, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

(ii) Eligible Retirement Plan

An eligible retirement plan is an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, a traditional IRA, a Roth IRA, an annuity plan described in Section 403(b) of the Code or a qualified plan described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account, an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

(iii) Direct Rollover

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

6.8 Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. In addition, the survivors of any Participant who dies on or after January 1, 2007 while performing qualified military service, are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

ARTICLE VII

DEATH BENEFITS

7.1 Designation of Beneficiary

Each Participant and Inactive Participant shall have the right to designate a Beneficiary to receive the death benefits that are payable from this Plan. Such designation must be evidenced by a written instrument filed with the Employer on a form prescribed by the Employer and signed by the Participant.

7.2 Married Participant

The Beneficiary for a married Participant shall at all times be the Participant's spouse and may not be changed to someone other than such spouse unless the consent of such spouse is provided upon a written form witnessed by a duly authorized Plan representative or a notary public and acceptable to the Employer. If no such designation is on file with the Employer at the time of the death of the Participant, or if for any reason at the sole discretion of the Employer such designation is defective, then the spouse of such Participant shall be conclusively deemed to be the Beneficiary designated to receive such benefit.

7.3 Spouse's Signature

The signature of the Participant's spouse shall be required on a designation of beneficiary form if the spouse is not the Beneficiary, unless the Participant declares in writing that one of the following conditions exists:

- (a) The Participant is not married;
- (b) The Participant does not know and has taken all reasonable steps to determine the whereabouts of the spouse;
- (c) The spouse is incapable of executing the acknowledgement because of an incapacitating mental or physical condition.

7.4 Default Beneficiary

In the event the Participant dies and is not survived by a spouse, the Aggregate Account shall pass by the laws of intestacy.

7.5 Domestic Partners

For purposes of this Article VII only: (1) all references to “marriage” shall also include “registered domestic partnerships,” (2) individuals in a “registered domestic partnership” shall be considered “married,” and (3) all references to a “spouse” shall also include a “registered domestic partner.” A “registered domestic partner” and a “registered domestic partnership” refer to persons and partnerships satisfying the requirements of applicable law (including any registration requirements) as of the date of death.

ARTICLE VIII

ADMINISTRATION AND AMENDMENT OF PLAN

8.1 Designation of Plan Administrator

The Employer is the Plan Administrator under this Plan unless an individual employed by, or a position within the Employer, has been appointed by the Employer as Plan Administrator. In addition to a Plan Administrator the Employer may designate a delegatee to perform those activities relating to the Plan as specified in the written appointment of such delegatee. The term "Employer" as used in this Article VIII shall mean the Plan Administrator or delegatee where responsibility for administration of the Plan has been given to such parties.

8.2 Rules and Regulations

The Employer shall supervise and control the operation of this Plan in accordance with its terms and may make rules and regulations for the administration of this Plan that are not inconsistent with the terms and provisions hereof. The Employer shall determine any questions arising in connection with the interpretation, application, or administration of the Plan (including any question of fact relating to age, employment, Compensation, or eligibility of Employees) and its decisions or actions in respect thereof shall be conclusive and binding upon any and all persons and parties. The Employer's interpretations, determinations and actions taken under the Plan shall in all cases result in like treatment for Employees who are similarly situated. In the event of any conflict between the terms of this Plan and conflicting provision contained in the Trust, the terms of this Plan will govern.

8.3 Amendment and Termination

The Employer shall have the right to amend, modify or terminate this Plan at any time. In the event of a termination or the complete discontinuance of this Plan, the entire interest of each Participant affected thereby shall immediately become 100% Vested. The Employer shall not be liable for the payment of any benefits under this Plan and all benefits hereunder shall be payable solely from the assets of the Trust. The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan solely for the purposes of the Plan continuing to satisfy the requirements on Internal Revenue Code Section 401. However, for purposes of reliance on an Opinion Letter, the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan. The Provider will inform the Employer of any amendments made to the Plan or of the discontinuance of the Plan.

ARTICLE IX

ANNUAL ADDITION LIMITS

9.1 Construction

Section 3.5 of the Plan shall be construed in accordance with this Article IX. Unless the context clearly requires otherwise, words and phrases used in this Article IX shall have the same meanings that are assigned to them under the Plan.

9.2 Definitions

As used in this Article IX, the following terms shall have the meanings specified below.

(a) **"Annual Additions"** shall mean the sum credited to a Participant's Accounts for any Plan Year of (i) Employer contributions, (ii) Employee contributions, (iii) forfeitures, (iv) amounts credited after March 31, 1984 to an individual medical account, as defined in Section 415(1)(2) of the Code which is part of a pension and annuity maintained by the Employer, (v) amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer, and (vi) allocations under a simplified employee pension.

(b) **"Defined Benefit Plan"** means a plan described in Section 414(j) and 414(k)(2) of the Code.

(c) **"Defined Contribution Plan"** means a plan described in Section 414(i) and 414(k)(2) of the Code.

(d) **"Section 415 Compensation"** shall mean a Participant's wages within the meaning of Code Section 3401(a) and all other payments of compensation to the Participant by the Employer (in the course of the Employer's business) for which the Employer is required to provide the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Section 415 Compensation shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed. Compensation for any Limitation Year is the compensation actually paid or includible in gross income during such year. Compensation paid or made available during a Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b). After December 31, 2008, differential wage payments shall be treated as payment of wages under Code Section 3401(a) for purposes of Code Section 415(c)(3). Section 415 Compensation does not include any amounts paid following a severance from employment, except amounts paid or includible in gross income by the later of 2 1/2 months after a severance from employment or the end of the Plan Year that includes the severance from employment shall be included if, (i) absent the severance

from employment, such compensation would have been paid to the Participant while the Participant continued in employment with the Employer, and such payments represent regular compensation for services during the Participant's regular working hours (or compensation for services outside the Participant's regular working hours, such as overtime or shift differential), commissions, bonuses or similar compensation, (ii) the payment is for unused accrued bona fide sick, vacation or other leave that the Participant would have been able to use if employment had continued, or (iii) the payment is received by the Participant pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income. Any payments not described above shall not be considered Section 415 Compensation if paid after severance from employment, even if they are paid by the later of 2 1/2 months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment.

9.3 Annual Addition Limitations

(a) Annual Additions shall not exceed the limit set forth in Section 3.5 of Article III of the Plan.

(b) The compensation limitation of Section 3.5 of the Plan shall not apply to any contribution for medical benefits (within the meaning of Code Section 419A(f)(2)) after separation from service which is treated as an Annual Addition.

(c) If any Employer contributes amounts, on behalf of Participants covered by the Plan, to other Defined Contribution Plans, the limitation on Annual Additions provided in Article III of the Plan shall be applied to Annual Additions in the aggregate to the Plan and such other plans. Reduction of Annual Additions, where required, shall be accomplished by reducing contributions under such other plans pursuant to the directions of the fiduciary for administration of such other plans or under priorities, if any, established by the terms of such other plans, and then, if necessary, by reducing contributions under the Plan.

(1) This Section 9.3(c)(1) applies if, in addition to this Plan, the Participant is covered under another qualified pre-approved Defined Contribution Plan maintained by the Employer, a welfare benefit fund maintained by the Employer, an individual medical account maintained by the Employer, or a simplified employee pension maintained by the Employer, that provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the maximum permissible amount reduced by the Annual Additions credited to a Participant's account under the other qualified pre-approved Defined Contribution Plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same Limitation Year. If the Annual Additions with respect to the Participant under other qualified pre-approved Defined Contribution Plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the maximum permissible amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the

Limitation Year will equal the maximum permissible amount. If the Annual Additions with respect to the Participant under such other qualified pre-approved Defined Contribution Plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

(2) If the Participant is covered under another qualified Defined Contribution Plan maintained by the Employer which is not a pre-approved plan, Annual Additions which may be credited to the Participant's Account under this Plan for any Limitation Year will be limited in accordance with this section as though the other plan were a pre-approved plan.

(d) If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the maximum permissible amount will not exceed the limitation in Section 3.5 multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year, and the denominator of which is 12.

(e) In the event the limitations of Section 3.5 of the Plan or Sections 9.3(a) through (d) of this Article IX are exceeded such excess may be corrected through the Employee Plans Compliance Resolution System as permitted by applicable IRS guidance (such as under Rev. Proc. 2016-51 or its successors).

**ADOPTION OF THE
AMENDED AND RESTATED
CITY OF YUBA CITY
PARS ALTERNATE RETIREMENT SYSTEM**

The Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Section 401 of the Internal Revenue Code except to the extent provided in Rev. Proc. 2017-41.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Section 419(e) of the Code, which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Section 419A(d)(3) of the Code, or an individual medical account, as defined in Section 415(l)(2) of the Code) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Section 415.

The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Rev. Proc. 2017-41.

The Amended and Restated City of Yuba City PARS Alternate Retirement System is hereby adopted.

BY: _____
Diana Langley

TITLE: City Manager

DATE: _____

Provider: Public Agency Retirement Services
P.O. Box 11119
Newport Beach, CA 92658-5019

(800) 540-6369

Opinion Letter Serial No: Q702335a

**AMENDMENT TO THE
CITY OF YUBA CITY
PARS ALTERNATE RETIREMENT SYSTEM**

WHEREAS, the City of Yuba City (the "Employer") adopted the City of Yuba City PARS Alternate Retirement System (the "Plan"), amended and restated effective June 7, 2022; and

WHEREAS, the Employer desires to amend the Plan in response to the Setting Every Community up for Retirement Act (the "SECURE Act") to increase the Required Beginning Date age to 72 for participants who turn 70½ in the calendar year 2020 and after; and

WHEREAS, the Employer further desires to amend the Plan in response to the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") to waive 2020 required minimum distributions; and

WHEREAS, the Employer has the right to amend the Plan in accordance with Section 8.3 of the Plan.

NOW THEREFORE, BE IT RESOLVED, effective January 1, 2020, the Plan is hereby amended as follows:

1. Section 6.1, **Incidental Death Benefits**, is hereby amended in its entirety to read.

6.1 Incidental Death Benefits

(a) Distributions from the Plan shall be made in accordance with Section 401(a)(9) of the Code, including the incidental death benefits under Section 401(a)(9)(G) and the regulations thereunder. The Required Beginning Date of benefit payments that represent the entire interest of the Participant shall be as follows:

(b) A Participant shall have the option of commencing distributions by (i) April 1 following (A) age 70½, if the Participant was born before July 1, 1949, or (B) age 72 if the Participant was born after June 30, 1949, or (ii) deferring payment until actual retirement. For avoidance of doubt, a Participant is not required to receive a distribution while an Employee (in 2009 or any other year).

(c) Time and Manner of Distribution.

(i) Required Beginning Date. The Participant's entire interest will be distributed to the Participant no later than the Participant's Required Beginning Date.

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed no later than December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) Forms of Distribution. The Participant's interest shall be distributed in the form of a single sum on or before the Required Beginning Date.

(iv) Required Beginning Date. The April 1 of the calendar year following the calendar year in which the Participant attains (A) age 70½, if the Participant was born before July 1, 1949, or (B) age 72 if the Participant was born after June 30, 1949, or, if the Participant opts to defer payment until retirement, the April 1 of the calendar year following the calendar year in which the Participant actually retires.

(d) Notwithstanding any contrary provision in this Section 6.1, in accordance with section 2203 of the CARES Act, any distribution that is required in 2020 by Section 6.1(c) (which implements the minimum distribution requirements of Section 401(a)(9) of the Code) will not be made. In addition, notwithstanding Section 6.7 of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, any amount that would otherwise be a minimum distribution under Code section 401(a)(9) in 2020 will be treated as an eligible rollover distribution.

2. All other terms and conditions under the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment is hereby adopted effective as of the date executed below.

CITY OF YUBA CITY

By: _____
Diana Langley

Title: City Manager

Dated: _____

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Salary Schedule Changes

Recommendation: Adopt a Resolution:

A. Approving an updated City salary schedule that eliminates unused classifications and includes one title change

B. Approving removal of the salary schedule item tied to the five (5) percent salary increase for the Fire Captain temporarily assigned by the Fire Chief to Fire Prevention (so that the increase can more properly be accounted for and report to CalPERS as a special compensation item)

C. Approving side letters with bargaining units incorporating salary schedule changes

Fiscal Impact: None

Purpose:

Staff would like to update the salary schedule by eliminating unused classifications in the following bargaining units: Yuba City Public Employees' Union Local 1 (Local 1), First Level Managers, Mid-Managers, Yuba City Firefighters' Association Local 3793 (Local 3793), unrepresented confidential employees. Additionally, there is one proposed title change for a Local 1 classification in Public Works.

Council's Strategic Goal:

Fiscal Responsibility

Background:

Staff reviewed the salary schedule to identify unused classifications. Department heads provided input on the elimination of the classifications from the salary schedule. Public Works/Development Services Director, Mr. Moody, recommended one classification title change in the Local 1 bargaining unit (Engineer-Assistant Civil to Engineer-Assistant). On a parallel path, staff has been working with affected safety units to make technical changes to how special assignment pay is identified and

reported to CalPERS to ensure compliance with CalPERS regulations. The special assignment pay for the Fire Captain temporarily assigned by the Fire Chief to Fire Prevention is one such item. After the department heads reviewed, the salary schedule update recommendations were forwarded to the appropriate bargaining unit for review. CalPERS requires the salary schedule to be approved and adopted by City Council.

Analysis:

A publicly-available salary schedule is required by CalPERS and is a critical component to verify all pay rates when calculating retirement benefits. Maintaining a compliant and updated publicly available pay schedule will support transparency and expedite CalPERS' review process. Additionally, a well-organized salary schedule streamlines classifications and eliminates confusion (for both employees and the public) regarding unused classifications.

The following unused classifications are proposed for elimination or title change from the salary schedule. There are two job classification numbers (JCN) for the classification as one number is for the step 5 salary schedule and the second number is for the classification on the step 9 salary schedule.

Public Employees' Union, Local 1 Step 5 and Step 9 Classification Deletions:

JCN 4052, 5101 Account Clerk
JCN 4015, 5015 Accounting Technician
JCN 4025, 5025 Administrative Technician
JCN 4031, 5031 Facility Aide
JCN 4028, 5028 Housing Programs Analyst I
JCN 4045, 5045 Laboratory Receptionist

Public Employees' Union, Local 1 Step 5 and Step 9 (Title Change only):

JCN 4300, 5300 Engineer-Assistant Civil to Engineer-Assistant

First Level Management, Step 5 and Step 9 Deletions:

JCN 6112, 6512 Ground Water Distribution Supervisor
JCN 6062, 6462 Housing Programs Analyst II
JCN 6080, 6480 Laboratory Manager
JCN 6131, 6531 Maintenance Supervisor-Water Distribution 3
JCN 6132, 6532 Maintenance Supervisor-Water Distribution 4
JCN 6095, 6495 Permit Center Manager

Mid-Managers, Step 5 and Step 9 Deletions:

JCN 7116, 7116, Assistant Chief-Fire Operations (Interim)
JCN 7117, 7117, Assistant Chief-Fire Administration (Interim)
JCN 7135, 7136, Assistant Public Works Director
JCN 7140, 7540, Assistant Public Works Director-Utilities
JCN 7310, 7710, Engineer-Senior-City Surveyor
JCN 7130, 7530, Principal Planner
JCN 7090, 7490, Public Works Superintendent

Confidential, Step 5 and Step 9 Deletion:

JCN 1048, 1248 Accountant I

Yuba City Firefighters' Association, Local 3793, Step 5 Deletion:

JCN 3180, Fire Captain (Prevention)
The Yuba City Firefighters' Association, Local 3793 and staff are requesting elimination of the salary schedule language "Fire Captain assigned by the Fire Chief to Fire Prevention shall receive five (5)

percent salary increase above the appropriate Fire-Captain salary step for the period of the temporary assignment". This language will be incorporated into this unit's Memorandum of Understanding as special assignment pay via a side letter.

The bargaining units were notified of the recommended changes and provided their input on the changes. Additionally, the bargaining units are in agreement with the recommended changes. If approved, the updated salary schedule and side letters will be effective June 18, 2022.

Fiscal Impact:

None.

Alternatives:

Do not approve Salary Schedule changes and provide staff direction.

Recommendation:

Adopt a Resolution:

A) Approving an updated City salary schedule that eliminates unused classifications and includes one title change.

B) Approving removal of the salary schedule item tied to the five (5) percent salary increase for the Fire Captain temporarily assigned by the Fire Chief to Fire Prevention (so that the increase can more properly be accounted for and report to CalPERS as a special compensation item).

C) Approving side letters with bargaining units incorporating salary schedule changes.

Attachments:

1. Resolution
2. Salary Schedule
3. Local 3793 Side Letter
4. Local 1 Side Letter
5. First Level Manager Side Letter
6. Mid Manager Side Letter

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

Attachment 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE SALARY SCHEDULE TO INCORPORATE CLASSIFICATION AND
SPECIAL ASSIGNMENT ELIMINATIONS AND ONE CLASSIFICATION TITLE
CHANGE**

WHEREAS, City staff reviewed the salary schedule and made recommendations to update it by eliminating unused classifications as well as changing one classification title;

WHEREAS, City staff recommended removal of one Fire special assignment pay from the salary schedule and incorporation of it as special assignment pay under the applicable memorandum of understanding with Yuba City Firefighters Association, Local 3793;

WHEREAS, the affected departments and bargaining units reviewed and approved the salary schedule changes and related side letters;

WHEREAS, the City complies with CalPERS salary schedule requirements, which require the City to have a publicly-available pay schedule describing the City's approved compensation ranges;

WHEREAS, in light of the classification changes, the salary schedule requires revision;

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

SECTION I. Eliminate the following unused classifications:

Confidential, Unrepresented, Step 5 and Step 9 JCNs:
JCN 1048, 1248 Accountant I

First Level Management, Step 5 and Step 9 JCNs:
JCN 6112, 6512 Ground Water Distribution Supervisor
JCN 6062, 6462 Housing Programs Analyst II
JCN 6080, 6480 Laboratory Manager
JCN 6131, 6531 Maintenance Supervisor-Water Distribution 3
JCN 6132, 6532 Maintenance Supervisor-Water Distribution 4
JCN 6095, 6495 Permit Center Manager

Mid-Managers, Step 5 and Step 9 JCNs:
JCN 7116, 7116 Assistant Chief-Fire Operations (Interim)
JCN 7117, 7117 Assistant Chief-Fire Administration (Interim)
JCN 7135, 7136 Assistant Public Works Director
JCN 7140, 7540 Assistant Public Works Director-Utilities
JCN 7310, 7710 Engineer-Senior-City Surveyor
JCN 7130, 7530 Principal Planner
JCN 7090, 7490 Public Works Superintendent

Public Employees' Union, Local 1, Step 5 and Step 9 JCNs:
JCN 4052, 5101 Account Clerk
JCN 4015, 5015 Accounting Technician
JCN 4025, 5025 Administrative Technician
JCN 4031, 5031 Facility Aide
JCN 4028, 5028 Housing Programs Analyst I
JCN 4045, 5045 Laboratory Receptionist

SECTION II. Change the title of the following classification:

Public Employees' Union, Local 1
From JCN 4300, 5300 Engineer-Assistant Civil to JCN 4300, 5300 Engineer-Assistant

SECTION III. Remove language from salary schedule to Yuba City Firefighters' Association, Local 3793 Memorandum of Understanding via side letter and delete JCN 3180, Fire Captain (Prevention) on the salary schedule as follows:

Fire Captain assigned by the Fire Chief to Fire Prevention shall receive five (5) percent salary increase above the appropriate Fire-Captain salary step for the period of the temporary assignment and shall be designated as follows:

SECTION IV.

Approve the side letters for Yuba City Firefighters Association, Local 3793, Public Employees' Union, Local 1, First Level Managers and Mid Managers.

SECTION V.

The updated salary schedule and side letters are effective June 18, 2022.

SECTION VI.

The Director of Finance is hereby authorized to make the requested salary schedule modifications.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7th day of June 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Confidential

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
1050	ADMINISTRATIVE ANALYST I	CON	4,666 26.92	4,899 28.26	5,144 29.68	5,401 31.16	5,671 32.72	Monthly Hourly
1052	ADMINISTRATIVE ANALYST II	CON	5,273 30.42	5,537 31.94	5,814 33.54	6,105 35.22	6,410 36.98	Monthly Hourly
1045	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	4,186 24.15	4,395 25.36	4,615 26.63	4,846 27.96	5,088 29.35	Monthly Hourly
1018	HUMAN RESOURCES TECHNICIAN I	CON	3,601 20.78	3,781 21.81	3,970 22.90	4,168 24.05	4,376 25.25	Monthly Hourly
1020	HUMAN RESOURCES TECHNICIAN II	CON	3,961 22.85	4,159 23.99	4,367 25.19	4,585 26.45	4,814 27.77	Monthly Hourly
1062	MANAGEMENT ANALYST	CON	5,800 33.46	6,090 35.13	6,395 36.89	6,715 38.74	7,051 40.68	Monthly Hourly

Confidential employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month

Confidential Unit

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Confidential			EFFECTIVE 04/28/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
1250	ADMINISTRATIVE ANALYST I	CON	4,666 26.92	4,783 27.59	4,899 28.26	5,022 28.97	5,144 29.68	5,273 30.42	5,401 31.16	5,536 31.94	5,671 32.72	Monthly Hourly
1252	ADMINISTRATIVE ANALYST II	CON	5,273 30.42	5,405 31.18	5,537 31.94	5,676 32.75	5,814 33.54	5,960 34.38	6,105 35.22	6,257 36.10	6,410 36.98	Monthly Hourly
1245	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	4,186 24.15	4,291 24.76	4,395 25.36	4,505 25.99	4,615 26.63	4,731 27.29	4,846 27.96	4,967 28.66	5,088 29.35	Monthly Hourly
1218	HUMAN RESOURCES TECHNICIAN I	CON	3,601 20.78	3,691 21.29	3,781 21.81	3,876 22.36	3,970 22.90	4,069 23.48	4,168 24.05	4,272 24.65	4,376 25.25	Monthly Hourly
1220	HUMAN RESOURCES TECHNICIAN II	CON	3,961 22.85	4,060 23.42	4,159 23.99	4,263 24.59	4,367 25.19	4,476 25.82	4,585 26.45	4,699 27.11	4,814 27.77	Monthly Hourly
1262	MANAGEMENT ANALYST	CON	5,800 33.46	5,945 34.30	6,090 35.13	6,243 36.02	6,395 36.89	6,555 37.82	6,715 38.74	6,883 39.71	7,051 40.68	Monthly Hourly

Confidential employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month

Confidential Unit

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Executive Unit		Bargaining Group	SALARY STEPS					
JCN	CLASSIFICATION		1	2	3	4	5	
8070 *	CITY MANAGER	CM	- -	- -	- -	- -	17,500 100.96	Monthly Hourly
8090*	PUBLIC WORKS & DEVELOPMENT SERVICES DIRECTOR	DH	11,817 68.17	- -	- -	- -	15,535 89.62	Monthly Hourly
8010*	DIRECTOR OF HUMAN RESOURCES	DH	10,020 57.81	- -	- -	- -	12,545 72.38	Monthly Hourly
8140*	DIRECTOR OF COMMUNITY SERVICES	DH	8,600 49.61	- -	- -	- -	13,021 75.12	Monthly Hourly
8030*	FIRE CHIEF	DH	12,461 71.89	- -	- -	- -	15,600 90.00	Monthly Hourly
8050*	POLICE CHIEF	DH	12,461 71.89	- -	- -	- -	15,600 90.00	Monthly Hourly
8020*	DIRECTOR OF FINANCE	DH	10,022 57.82	- -	- -	- -	13,764 79.41	Monthly Hourly

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).
Executive Unit employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

Executive Unit

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Fire Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
3110**	FIRE RECRUIT	FIRE	-	-	-	-	4,230	Monthly
			-	-	-	-	17.43	Hourly
3120**	FIREFIGHTER I	FIRE	-	-	-	-	4,693	Monthly
			-	-	-	-	19.34	Hourly
3130**	FIREFIGHTER II	FIRE	-	-	-	-	7,164	Monthly
			-	-	-	-	29.52	Hourly
3140**	FIRE APPARATUS OPERATOR	FIRE	-	-	-	7,481	7,855	Monthly
			-	-	-	30.83	32.37	Hourly
3150**	FIRE CAPTAIN	FIRE	7,368	7,736	8,123	8,529	8,955	Monthly
			30.36	31.88	33.47	35.15	36.90	Hourly
3160	FIRE SAFETY INSPECTOR I	FIRE	5,081	5,335	5,602	5,882	6,176	Monthly
			29.31	30.78	32.32	33.93	35.63	Hourly
3170	FIRE SAFETY INSPECTOR II	FIRE	5,667	5,950	6,248	6,560	6,888	Monthly
			32.69	34.33	36.05	37.85	39.74	Hourly

FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
3250	FIRE CAPTAIN	FIRE	7,368	7,736	8,123	8,529	8,955	
			42.51	44.63	46.86	49.21	51.66	
3210	FIRE RECRUIT	FIRE					4,230	
							24.41	
3220	FIREFIGHTER I	FIRE					4,693	
							27.08	
3230	FIREFIGHTER II	FIRE					7,164	
							41.33	
3240	FIRE - APPARATUS OPERATOR	FIRE				7,481	7,855	
						43.16	45.32	

Fire employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

Fire Association

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Fire Management

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	
SALARY STEPS								
6055**	FIRE BATTALION CHIEF	FM	8,472 34.91	8,896 36.66	9,341 38.49	9,808 40.42	10,298 42.44	Monthly Hourly
6066	FIRE MARSHAL	FM	7,919 45.69	8,315 47.97	8,731 50.37	9,168 52.89	9,627 55.54	Monthly Hourly

FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	
SALARY STEPS								
6140	FIRE BATTALION CHIEF	FM	8,472 48.88	8,896 51.32	9,341 53.89	9,808 56.58	10,298 59.41	Monthly Hourly

** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.

Fire Management

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

First Level Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6069	ACCOUNTANT II	FLM	5,714 32.97	6,000 34.62	6,300 36.35	6,615 38.16	6,946 40.07	Monthly Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	5,095 29.39	5,350 30.87	5,618 32.41	5,899 34.03	6,193 35.73	Monthly Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	3,850 22.21	4,042 23.32	4,244 24.48	4,456 25.71	4,679 26.99	Monthly Hourly
6035	COMMUNICATIONS CENTER COORDINATOR	FLM	5,674 32.73	5,958 34.37	6,256 36.09	6,569 37.90	6,897 39.79	Monthly Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	5,157 29.75	5,415 31.24	5,686 32.80	5,970 34.44	6,269 36.17	Monthly Hourly
6044	CRIME ANALYST	FLM	4,293 24.77	4,508 26.01	4,733 27.31	4,970 28.67	5,218 30.11	Monthly Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	5,095 29.39	5,350 30.87	5,618 32.41	5,899 34.03	6,193 35.73	Monthly Hourly
6215	DEVELOPMENT LIAISON	FLM	5,095 29.39	5,350 30.87	5,618 32.41	5,899 34.03	6,193 35.73	Monthly Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	7,249 41.82	7,611 43.91	7,992 46.11	8,392 48.42	8,811 50.83	Monthly Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	6,512 37.57	6,838 39.45	7,180 41.42	7,539 43.49	7,916 45.67	Monthly Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,240 36.00	6,552 37.80	6,880 39.69	7,224 41.68	7,585 43.76	Monthly Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	5,651 32.60	5,934 34.23	6,231 35.95	6,543 37.75	6,870 39.64	Monthly Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	5,651 32.60	5,934 34.23	6,231 35.95	6,543 37.75	6,870 39.64	Monthly Hourly
6064	INFORMATION TECHNOLOGY ANALYST	FLM	5,785 33.38	6,074 35.04	6,378 36.80	6,697 38.64	7,032 40.57	Monthly Hourly
6142	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	6,364 36.72	6,682 38.55	7,016 40.48	7,367 42.50	7,736 44.63	Monthly Hourly

First Level Management - Page 1

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

First Level Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6085	LABORATORY SUPERVISOR	FLM	6,547 37.77	6,874 39.66	7,218 41.64	7,579 43.73	7,958 45.91	Monthly Hourly
6040	MAINTENANCE SUPERVISOR-STREETS	FLM	5,651 32.60	5,934 34.23	6,231 35.95	6,543 37.75	6,870 39.64	Monthly Hourly
6043	PARKS MAINTENANCE SUPERVISOR	FLM	5,651 32.60	5,934 34.23	6,231 35.95	6,543 37.75	6,870 39.64	Monthly Hourly
6061	PLANNER-ASSOCIATE	FLM	5,095 29.39	5,350 30.87	5,618 32.41	5,899 34.03	6,193 35.73	Monthly Hourly
6065	PLANT MAINTENANCE SUPERVISOR	FLM	6,291 36.29	6,606 38.11	6,936 40.02	7,283 42.02	7,647 44.12	Monthly Hourly
6030*	RECREATION SUPERVISOR I	FLM	5,200 30.00	5,460 31.50	5,733 33.08	6,020 34.73	6,321 36.47	Monthly Hourly
6045*	RECREATION SUPERVISOR II	FLM	5,980 34.50	6,279 36.23	6,593 38.04	6,923 39.94	7,269 41.94	Monthly Hourly
6046*	RECREATION SUPERVISOR III	FLM	6,579 37.96	6,908 39.85	7,253 41.84	7,616 43.94	7,996 46.13	Monthly Hourly
6210	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,291 36.29	6,606 38.11	6,936 40.02	7,283 42.02	7,647 44.12	Monthly Hourly
6096	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	6,955 40.13	7,303 42.13	7,668 44.24	8,051 46.45	8,454 48.77	Monthly Hourly
6111	WASTEWATER TRT FACILITY SUPERVISOR	FLM	8,346 48.15	8,763 50.56	9,201 53.08	9,661 55.74	10,144 58.52	Monthly Hourly
6041	WATER DISTRIBUTION SUPERVISOR	FLM	6,955 40.13	7,303 42.13	7,668 44.24	8,051 46.45	8,454 48.77	Monthly Hourly
6160	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	6,955 40.13	7,303 42.13	7,668 44.24	8,051 46.45	8,454 48.77	Monthly Hourly
6110	WATER TREATMENT FACILITY SUPERVISOR	FLM	8,346 48.15	8,763 50.56	9,201 53.08	9,661 55.74	10,144 58.52	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

First Level Management

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00pm to 7:00am.

If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Education Pay:

The Communications Center Coordinator (JCN 6035) shall receive education incentive pay.

Education Incentive pay shall be base pay cumulative but not compounded and shall have a 7.5% cap.

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%
AA or AS degree	2.50%
BA or BS degree	5.00%

Non-Water FLM employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

First Level Managers who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

+ Indicates classifications which are exempt from the Fair Labor Standards Act (FLSA).

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

First Level Management			EFFECTIVE 11/25/17 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6469	ACCOUNTANT II	FLM	5,714 32.97	5,857 33.79	6,000 34.62	6,150 35.48	6,300 36.35	6,458 37.26	6,615 38.16	6,781 39.12	6,946 40.07	Monthly Hourly
6460	ADMINISTRATIVE ANALYST II	FLM	5,095 29.39	5,223 30.13	5,350 30.87	5,484 31.64	5,618 32.41	5,759 33.23	5,899 34.03	6,046 34.88	6,193 35.73	Monthly Hourly
6415	ANIMAL SHELTER SUPERVISOR	FLM	3,850 22.21	3,946 22.77	4,042 23.32	4,143 23.90	4,244 24.48	4,350 25.10	4,456 25.71	4,567 26.35	4,679 26.99	Monthly Hourly
6435	COMMUNICATIONS CENTER COORDINATOR	FLM	5,674 32.73	5,816 33.55	5,958 34.37	6,107 35.23	6,256 36.09	6,413 37.00	6,569 37.90	6,733 38.84	6,897 39.79	Monthly Hourly
6490	CONSTRUCTION INSPECTOR-SENIOR	FLM	5,157 29.75	5,286 30.50	5,415 31.24	5,551 32.03	5,686 32.80	5,828 33.62	5,970 34.44	6,119 35.30	6,269 36.17	Monthly Hourly
6444	CRIME ANALYST	FLM	4,293 24.77	4,401 25.39	4,508 26.01	4,621 26.66	4,733 27.31	4,852 27.99	4,970 28.67	5,094 29.39	5,218 30.11	Monthly Hourly
6463	CUSTOMER SERVICE MANAGER	FLM	5,095 29.39	5,223 30.13	5,350 30.87	5,484 31.64	5,618 32.41	5,759 33.23	5,899 34.03	6,046 34.88	6,193 35.73	Monthly Hourly
6515	DEVELOPMENT LIAISON	FLM	5,095 29.39	5,223 30.13	5,350 30.87	5,484 31.64	5,618 32.41	5,759 33.23	5,899 34.03	6,046 34.88	6,193 35.73	Monthly Hourly
6420	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	7,249 41.82	7,430 42.87	7,611 43.91	7,802 45.01	7,992 46.11	8,192 47.26	8,392 48.42	8,602 49.63	8,811 50.83	Monthly Hourly
6520	ENGINEER - ASSOCIATE CIVIL	FLM	6,512 37.57	6,675 38.51	6,838 39.45	7,009 40.44	7,180 41.42	7,360 42.46	7,539 43.49	7,728 44.58	7,916 45.67	Monthly Hourly
6425	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,240 36.00	6,396 36.90	6,552 37.80	6,716 38.75	6,880 39.69	7,052 40.68	7,224 41.68	7,405 42.72	7,585 43.76	Monthly Hourly
6442	FACILITIES MAINTENANCE SUPERVISOR	FLM	5,651 32.60	5,793 33.42	5,934 34.23	6,083 35.09	6,231 35.95	6,387 36.85	6,543 37.75	6,707 38.69	6,870 39.64	Monthly Hourly
6450	FLEET MAINTENANCE SUPERVISOR	FLM	5,651 32.60	5,793 33.42	5,934 34.23	6,083 35.09	6,231 35.95	6,387 36.85	6,543 37.75	6,707 38.69	6,870 39.64	Monthly Hourly
6464*	INFORMATION TECHNOLOGY ANALYST	FLM	5,785 33.38	5,930 34.21	6,074 35.04	6,226 35.92	6,378 36.80	6,538 37.72	6,697 38.64	6,864 39.60	7,032 40.57	Monthly Hourly

First Level Management (9 Step) - Page 1

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

First Level Management			EFFECTIVE 11/25/17 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6542	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	6,364 36.72	6,523 37.63	6,682 38.55	6,849 39.51	7,016 40.48	7,192 41.49	7,367 42.50	7,551 43.56	7,736 44.63	Monthly Hourly
6485	LABORATORY SUPERVISOR	FLM	6,547 37.77	6,711 38.72	6,874 39.66	7,046 40.65	7,218 41.64	7,399 42.69	7,579 43.73	7,769 44.82	7,958 45.91	Monthly Hourly
6440	MAINTENANCE SUPERVISOR-STREETS	FLM	5,651 32.60	5,793 33.42	5,934 34.23	6,083 35.09	6,231 35.95	6,387 36.85	6,543 37.75	6,707 38.69	6,870 39.64	Monthly Hourly
6443	PARKS MAINTENANCE SUPERVISOR	FLM	5,651 32.60	5,793 33.42	5,934 34.23	6,083 35.09	6,231 35.95	6,387 36.85	6,543 37.75	6,707 38.69	6,870 39.64	Monthly Hourly
6461	PLANNER-ASSOCIATE	FLM	5,095 29.39	5,223 30.13	5,350 30.87	5,484 31.64	5,618 32.41	5,759 33.23	5,899 34.03	6,046 34.88	6,193 35.73	Monthly Hourly
6465	PLANT MAINTENANCE SUPERVISOR	FLM	6,291 36.29	6,449 37.21	6,606 38.11	6,771 39.06	6,936 40.02	7,110 41.02	7,283 42.02	7,465 43.07	7,647 44.12	Monthly Hourly
6430	RECREATION SUPERVISOR I	FLM	5,200 30.00	5,330 30.75	5,460 31.50	5,597 32.29	5,733 33.08	5,877 33.91	6,020 34.73	6,171 35.60	6,321 36.47	Monthly Hourly
6445	RECREATION SUPERVISOR II	FLM	5,980 34.50	6,130 35.37	6,279 36.23	6,436 37.13	6,593 38.04	6,758 38.99	6,923 39.94	7,096 40.94	7,269 41.94	Monthly Hourly
6446	RECREATION SUPERVISOR III	FLM	6,579 37.96	6,744 38.91	6,908 39.85	7,081 40.85	7,253 41.84	7,435 42.89	7,616 43.94	7,806 45.03	7,996 46.13	Monthly Hourly
6610	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,291 36.29	6,449 37.21	6,606 38.11	6,771 39.06	6,936 40.02	7,110 41.02	7,283 42.02	7,465 43.07	7,647 44.12	Monthly Hourly
6496	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	6,955 40.13	7,129 41.13	7,303 42.13	7,486 43.19	7,668 44.24	7,860 45.35	8,051 46.45	8,252 47.61	8,454 48.77	Monthly Hourly
6511	WASTEWATER TRT FACILITY SUPERVISOR	FLM	8,346 48.15	8,555 49.36	8,763 50.56	8,982 51.82	9,201 53.08	9,431 54.41	9,661 55.74	9,902 57.13	10,144 58.52	Monthly Hourly
6441	WATER DISTRIBUTION SUPERVISOR	FLM	6,955 40.13	7,129 41.13	7,303 42.13	7,486 43.19	7,668 44.24	7,860 45.35	8,051 46.45	8,253 47.61	8,454 48.77	Monthly Hourly
6560	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	6,955 40.13	7,129 41.13	7,303 42.13	7,486 43.19	7,668 44.24	7,860 45.35	8,051 46.45	8,252 47.61	8,454 48.77	Monthly Hourly
6510	WATER TREATMENT FACILITY SUPERVISOR	FLM	8,346 48.15	8,555 49.36	8,763 50.56	8,982 51.82	9,201 53.08	9,431 54.41	9,661 55.74	9,902 57.13	10,144 58.52	Monthly Hourly

First Level Management (9 Step) - Page 2

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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First Level Management

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00pm to 7:00am.
If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Education Pay:
The Communications Center Coordinator (JCN 6035) shall receive education incentive pay.

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%
AA or AS degree	2.50%
BA or BS degree	5.00%

Non-Water FLM employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

First Level Managers who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

+ Indicates classifications which are exempt from the Fair Labor Standards Act (FLSA).

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Mid Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
7165*	ACCOUNTING MANAGER	MM	8,952 51.65	9,400 54.23	9,870 56.94	10,364 59.79	10,882 62.78	Monthly Hourly
7070*	ADMINISTRATIVE ANALYST III	MM	6,585 37.99	6,914 39.89	7,260 41.88	7,623 43.98	8,004 46.17	Monthly Hourly
7010*	ADMINISTRATIVE MANAGER	MM	8,014 46.23	8,415 48.55	8,836 50.98	9,278 53.53	9,741 56.20	Monthly Hourly
7125*	ANIMAL SERVICES MANAGER	MM	7,134 41.16	7,491 43.22	7,866 45.38	8,259 47.65	8,672 50.03	Monthly Hourly
7418*	CITY CLERK ADMINISTRATOR	MM	6,455 37.24	6,778 39.10	7,117 41.06	7,473 43.11	7,846 45.27	Monthly Hourly
7112*	CHIEF BUILDING OFFICIAL	MM	7,707 44.46	8,092 46.68	8,497 49.02	8,922 51.47	9,368 54.04	Monthly Hourly
7185	DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	10,119 58.38	10,625 61.30	11,156 64.36	11,714 67.58	12,300 70.96	Monthly Hourly
7175*	DEPUTY P.W. DIRECTOR - ENGINEERING	MM	10,119 58.38	10,625 61.30	11,156 64.36	11,714 67.58	12,300 70.96	Monthly Hourly
7195*	DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	8,219 47.42	8,630 49.79	9,062 52.28	9,515 54.89	9,991 57.64	Monthly Hourly
7160*	DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,015 52.01	9,466 54.61	9,939 57.34	10,436 60.21	10,958 63.22	Monthly Hourly
7110*	DIVISION FIRE CHIEF	MM	9,789 56.48	10,278 59.30	10,792 62.26	11,332 65.38	11,898 68.64	Monthly Hourly
7120*	ENGINEER - SENIOR	MM	8,134 46.93	8,541 49.28	8,968 51.74	9,416 54.32	9,886 57.04	Monthly Hourly
7200*	ENVIRONMENTAL COMPLIANCE MANAGER	MM	7,775 44.86	8,164 47.10	8,572 49.45	9,001 51.93	9,451 54.52	Monthly Hourly

Mid Managers - Page 1

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Mid Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS						
			1	2	3	4	5	6	
7105*	INFORMATION TECHNOLOGY MANAGER	MM	8,952 51.65	9,400 54.23	9,870 56.94	10,364 59.79	10,882 62.78		Monthly Hourly
7043*	PARK MAINTENANCE MANAGER	MM	6,676 38.52	7,010 40.44	7,360 42.46	7,728 44.58	8,114 46.81		Monthly Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	7,134 41.16	7,491 43.22	7,866 45.38	8,259 47.65	8,672 50.03		Monthly Hourly
7060*	PLANNING MANAGER	MM	8,219 47.42	8,630 49.79	9,062 52.28	9,515 54.89	9,991 57.64		Monthly Hourly
7085*	PROJECT MANAGER	MM	7,393 42.65	7,763 44.79	8,151 47.03	8,559 49.38	8,987 51.85		Monthly Hourly
7046*	RECREATION MANAGER	MM	6,676 38.52	7,010 40.44	7,360 42.46	7,728 44.58	8,114 46.81		Monthly Hourly

Mid Managers who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

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

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Mid Managers			EFFECTIVE 04/28/2018 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
7565*	ACCOUNTING MANAGER	MM	8,952 51.65	9,176 52.94	9,400 54.23	9,635 55.59	9,870 56.94	10,117 58.37	10,364 59.79	10,623 61.29	10,882 62.78	Monthly Hourly
7470*	ADMINISTRATIVE ANALYST III	MM	6,585 37.99	6,750 38.94	6,914 39.89	7,087 40.89	7,260 41.88	7,442 42.93	7,623 43.98	7,813 45.08	8,004 46.17	Monthly Hourly
7410*	ADMINISTRATIVE MANAGER	MM	8,014 46.23	8,215 47.39	8,415 48.55	8,626 49.77	8,836 50.98	9,057 52.25	9,278 53.53	9,510 54.87	9,741 56.20	Monthly Hourly
7525*	ANIMAL SERVICES MANAGER	MM	7,134 41.16	7,313 42.19	7,491 43.22	7,679 44.30	7,866 45.38	8,063 46.52	8,259 47.65	8,466 48.84	8,672 50.03	Monthly Hourly
7512*	CHIEF BUILDING OFFICIAL	MM	7,707 44.46	7,900 45.58	8,092 46.68	8,295 47.86	8,497 49.02	8,710 50.25	8,922 51.47	9,145 52.76	9,368 54.04	Monthly Hourly
7419*	CITY CLERK ADMINISTRATOR	MM	6,455 37.24	6,617 38.18	6,778 39.10	6,948 40.08	7,117 41.06	7,295 42.09	7,473 43.11	7,660 44.19	7,846 45.27	Monthly Hourly
7585	DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	10,119 58.38	10,372 59.84	10,625 61.30	10,891 62.83	11,156 64.36	11,435 65.97	11,714 67.58	12,007 69.27	12,300 70.96	Monthly Hourly
7575*	DEPUTY P.W. DIRECTOR - ENGINEERING	MM	10,119 58.38	10,372 59.84	10,625 61.30	10,891 62.83	11,156 64.36	11,435 65.97	11,714 67.58	12,007 69.27	12,300 70.96	Monthly Hourly
7595*	DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	8,219 47.42	8,425 48.61	8,630 49.79	8,846 51.03	9,062 52.28	9,289 53.59	9,515 54.89	9,753 56.27	9,991 57.64	Monthly Hourly
7560*	DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,015 52.01	9,241 53.31	9,466 54.61	9,703 55.98	9,939 57.34	10,188 58.78	10,436 60.21	10,697 61.71	10,958 63.22	Monthly Hourly
7510*	DIVISION FIRE CHIEF	MM	9,789 56.48	10,034 57.89	10,278 59.30	10,535 60.78	10,792 62.26	11,062 63.82	11,332 65.38	11,615 67.01	11,898 68.64	Monthly Hourly
7520*	ENGINEER - SENIOR	MM	8,134 46.93	8,338 48.10	8,541 49.28	8,755 50.51	8,968 51.74	9,192 53.03	9,416 54.32	9,651 55.68	9,886 57.04	Monthly Hourly
7600*	ENVIRONMENTAL COMPLIANCE MANAGER	MM	7,775 44.86	7,970 45.98	8,164 47.10	8,368 48.28	8,572 49.45	8,787 50.69	9,001 51.93	9,226 53.23	9,451 54.52	Monthly Hourly
7505*	INFORMATION TECHNOLOGY MANAGER	MM	8,952 51.65	9,176 52.94	9,400 54.23	9,635 55.59	9,870 56.94	10,117 58.37	10,364 59.79	10,623 61.29	10,882 62.78	Monthly Hourly

Mid Manager (9 Step) - Page 1

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Mid Managers			EFFECTIVE 04/28/2018 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
7443*	PARK MAINTENANCE MANAGER	MM	6,676 38.52	6,843 39.48	7,010 40.44	7,185 41.45	7,360 42.46	7,544 43.52	7,728 44.58	7,921 45.70	8,114 46.81	Monthly Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	7,134 41.16	7,313 42.19	7,491 43.22	7,679 44.30	7,866 45.38	8,063 46.52	8,259 47.65	8,466 48.84	8,672 50.03	Monthly Hourly
7460*	PLANNING MANAGER	MM	8,219 47.42	8,425 48.61	8,630 49.79	8,846 51.03	9,062 52.28	9,289 53.59	9,515 54.89	9,753 56.27	9,991 57.64	Monthly Hourly
7485*	PROJECT MANAGER	MM	7,393 42.65	7,578 43.72	7,763 44.79	7,957 45.91	8,151 47.03	8,355 48.20	8,559 49.38	8,773 50.61	8,987 51.85	Monthly Hourly
7446*	RECREATION MANAGER	MM	6,676 38.52	6,843 39.48	7,010 40.44	7,185 41.45	7,360 42.46	7,544 43.52	7,728 44.58	7,921 45.70	8,114 46.81	Monthly Hourly

Mid Managers who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

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

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Sworn Police Mid-Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
7180*	ASSISTANT POLICE CHIEF	Sworn MM	10,950 63.17	11,498 66.33	12,073 69.65	12,677 73.14	13,311 76.79	Monthly Hourly
7150*	POLICE COMMANDER	Sworn MM	10,430 60.17	10,952 63.18	11,500 66.35	12,075 69.66	12,678 73.14	Monthly Hourly
7111*	POLICE LIEUTENANT	Sworn MM	9,393 54.19	9,863 56.90	10,356 59.75	10,874 62.73	11,418 65.87	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.2 - Bilingual Pay

Police Sworn Mid-Manager employees who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

MOU Article 1.3 - Education Incentive

Police Sworn Mid-Manager employees awarded a Master's degree or who has successfully completed the FBI National Academy will be eligible to receive an education incentive of 2.5% of base salary.
The maximum education incentive is limited to 2.5% of base salary.

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

Sworn Police Mid Managers

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Police Officers Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	6
2005	ADMINISTRATIVE ASSISTANT	PD	4,155 23.97	4,363 25.17	4,581 26.43	4,810 27.75	5,050 29.13	Monthly Hourly
2040	COMMUNITY POLICING COORDINATOR	PD	4,097 23.64	4,302 24.82	4,517 26.06	4,743 27.36	4,980 28.73	Monthly Hourly
2130	COMMUNITY SERVICE OFFICER	PD	4,043 23.33	4,245 24.49	4,457 25.71	4,680 27.00	4,914 28.35	Monthly Hourly
2125	COMMUNITY SERVICE OFFICER - LEAD	PD	4,562 26.32	4,790 27.63	5,030 29.02	5,282 30.47	5,546 32.00	Monthly Hourly
2150	FIELD SERVICE TECHNICIAN	PD	4,097 23.64	4,302 24.82	4,517 26.06	4,743 27.36	4,980 28.73	Monthly Hourly
2200	POLICE OFFICER	PD	5,414 31.23	5,685 32.80	5,969 34.44	6,267 36.16	6,580 37.96	6,909 39.86 Monthly Hourly
2120	POLICE RECORDS CLERK	PD	3,427 19.77	3,598 20.76	3,778 21.80	3,967 22.89	4,166 24.03	Monthly Hourly
2160	POLICE RECORDS CLERK - LEAD	PD	3,800 21.92	3,990 23.02	4,190 24.17	4,400 25.38	4,620 26.65	Monthly Hourly
2190	POLICE RECRUIT	PD	4,710 27.17	4,946 28.53	5,193 29.96	- -	- -	Monthly Hourly
2110	PUBLIC SAFETY DISPATCHER I	PD	3,815 22.01	4,006 23.11	- -	- -	- -	Monthly Hourly
2140	PUBLIC SAFETY DISPATCHER II	PD	4,490 25.90	4,714 27.20	4,950 28.56	5,197 29.98	5,457 31.48	Monthly Hourly
2180	PUBLIC SAFETY DISPATCHER III	PD	- -	- -	- -	5,712 32.95	5,998 34.60	Monthly Hourly
2170	POLICE SERVICES ANALYST	PD	4,666 26.92	4,899 28.26	5,144 29.68	5,401 31.16	5,671 32.72	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Police Officers Association

Pensionable Compensation for New Members (PEPRA)

Assignment of an employee in the Police Officer classification to the Investigation Division and/or Net Unit shall include a seven and one half (7.5) percent compensation above the appropriate Police Officer salary step for the period of the temporary assignment and shall be designated as follows:

Additional (or Other) Pensionable Compensation for New Members (PEPRA)

Police Officers designated as Field Training Officers by the Police Chief shall receive five (5) percent additional compensation (calculated from their base hourly wage) while so assigned to the Departments Training Program.
Additional (or Other) Pensionable Compensation for New Members (PEPRA)

MOU Article 2.5 - Education Incentive -

Education Incentive pay for sworn personnel shall be base pay cumulative but not compounded.

The cap for employees with an Advanced POST certificate shall be 10%.

Sworn Personnel shall receive education incentive as follows:

AA or AS degree	2.50%
BA or BS degree	7.50%
POST Intermediate Certificate	2.50%
POST Advance Certificate	7.50%

ALL non-sworn POA personnel shall receive education incentive pay as follows:

AA or AS degree	2.50%
BA or BS degree	5.00%

Dispatcher I/II/III only will also receive education incentive pay as follows:

POST Public Safety Dispatch Intermediate	2.50%
POST Public Safety Dispatch Advance	2.50%

Education Incentive pay for non-sworn personnel shall be base pay cumulative but not compounded and shall have a 7.5% cap for all classifications.

MOU Article TBD - Longevity Pay

Longevity Pay for all POA personnel shall be base pay cumulative but not compounded.

Longevity Pay shall be received as follows based on time in service at the City of Yuba City:

Upon completion of 10 years of service	2.50%
Upon completion of 15 years of service	5.00%
Upon completion of 20 years of service	7.50%

MOU Article 2.6 - Bilingual Pay

Sworn and non-sworn employees who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Police Officers Association

MOU Article 2.7 - Holiday Pay

Officers assigned to regular patrol shifts and public safety dispatchers shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis in lieu of time off.

MOU Article 2.9 - Field Training Officer

Community Service Officers and Dispatcher II employees designated as Field Training Officers shall receive five percent (5%) additional compensation (calculated from their base hourly wage) on an hour per hour basis.

MOU Article 2.13 - Canine Unit

Employees assigned as canine handlers will be compensated at the hourly rate of legal minimum wage for up to seven (7) hours per week that the officer is so assigned.

MOU Article 2.4 - Traffic Division (effective September 28, 2019)

Employees assigned to the Traffic Division shall receive five percent (5%) hazard pay (calculated from their base hourly wage) on an hour per hour basis.

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Police Officers Association			EFFECTIVE 03/03/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
2405	ADMINISTRATIVE ASSISTANT	PD	4,155 23.97	4,259 24.57	4,363 25.17	4,472 25.80	4,581 26.43	4,696 27.09	4,810 27.75	4,930 28.44	5,050 29.13	Monthly Hourly
2440	COMMUNITY POLICING COORDINATOR	PD	4,097 23.64	4,200 24.23	4,302 24.82	4,410 25.44	4,517 26.06	4,630 26.71	4,743 27.36	4,861 28.04	4,980 28.73	Monthly Hourly
2530	COMMUNITY SERVICE OFFICER	PD	4,043 23.33	4,144 23.91	4,245 24.49	4,351 25.10	4,457 25.71	4,569 26.36	4,680 27.00	4,797 27.68	4,914 28.35	Monthly Hourly
2525	COMMUNITY SERVICE OFFICER - LEAD	PD	4,562 26.32	4,676 26.98	4,790 27.63	4,910 28.33	5,030 29.02	5,156 29.75	5,282 30.47	5,414 31.23	5,546 32.00	Monthly Hourly
2550	FIELD SERVICE TECHNICIAN	PD	4,097 23.64	4,200 24.23	4,302 24.82	4,410 25.44	4,517 26.06	4,630 26.71	4,743 27.36	4,861 28.04	4,980 28.73	Monthly Hourly
2520	POLICE RECORDS CLERK	PD	3,427 19.77	3,513 20.27	3,598 20.76	3,688 21.28	3,778 21.80	3,873 22.34	3,967 22.89	4,066 23.46	4,166 24.03	Monthly Hourly
2560	POLICE RECORDS CLERK - LEAD	PD	3,800 21.92	3,895 22.47	3,990 23.02	4,090 23.60	4,190 24.17	4,295 24.78	4,400 25.38	4,510 26.02	4,620 26.65	Monthly Hourly
2470	POLICE SERVICES ANALYST	PD	4,666 26.92	4,783 27.59	4,899 28.26	5,022 28.97	5,144 29.68	5,273 30.42	5,401 31.16	5,536 31.94	5,671 32.72	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 2.5 - Education Incentive -

ALL non-sworn POA personnel shall receive education incentive pay as follows:

AA or AS degree 2.5%

BA or BS degree 5.0%

Education Incentive pay for non-sworn personnel shall be base pay cumulative but not compounded and shall have a 7.5% cap for all classifications.

MOU Article TBD - Longevity Pay

Longevity Pay for all POA personnel shall be base pay cumulative but not compounded.

Longevity Pay shall be received as follows based on time in service at the City of Yuba City:

Upon completion of 10 years of service 2.5%

Upon completion of 15 years of service 5.0%

Upon completion of 20 years of service 7.5%

MOU Article 2.6 - Bilingual Pay

Non-sworn employees who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

MOU Article 2.9 - Field Training Officer

Community Service Officers designated as Field Training Officers shall receive five percent (5%) additional compensation (calculated from their base hourly wage) on an hour per hour basis.

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Police Sergeants

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6100*	POLICE SERGEANT	PS	6,810 39.29	7,150 41.25	7,507 43.31	7,882 45.47	8,276 47.75	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 3.4 - Longevity Pay (Cumulative but not compounded)
Upon completion of service with the City of Yuba City:

5 years	1.25%
10 years	2.50%
15 years	5.00%
20 years	7.50%

MOU Article 3.5 - Education Incentive

Police Sergeants shall receive an educational incentive of 2.5% for either an AA degree or POST Intermediate Certificate; a 5% educational incentive for a Bachelor's degree or a POST Advanced Certificate and an additional 5.2% for possession of a POST Supervisory Certificate.
Education Incentive pay shall be base pay cumulative but not compounded and shall have a 12.7% cap.

MOU Article 3.6 - Bilingual Pay

Police Sergeants who are certified as bilingual will receive a bilingual pay incentive of \$100 per month:

MOU Article 3.7 - Holiday Pay

Police Sergeants assigned to regular patrol shifts shall receive straight time pay for 7.33 hours per month, paid and computed on a bi-weekly basis in lieu of time off.

MOU Article 3.14 & 3.15 - FTO Pay and Traffic Division

Employees assigned to Field Training Officer, and/or the Traffic Division shall receive 5% of incentive pay (calculated from base hourly wage).

MOU Article 3.13 - Detective and Net-5 (increase from 5% to 7.5% effective 9/28/19)

Employees assigned to Investigation and/or Net-5 shall receive 7.5% of incentive pay (calculated from base hourly wage).

Police Sergeants

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4101	ACCOUNTANT I	PEU, Local 1	4,589 26.48	4,818 27.80	5,059 29.19	5,312 30.65	5,578 32.18	Monthly Hourly
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,424 19.75	3,595 20.74	3,775 21.78	3,964 22.87	4,162 24.01	Monthly Hourly
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	3,941 22.74	4,138 23.87	4,345 25.07	4,562 26.32	4,790 27.63	Monthly Hourly
4244	ADMINISTRATIVE ANALYST I	PEU, Local 1	4,314 24.89	4,530 26.13	4,757 27.44	4,995 28.82	5,244 30.26	Monthly Hourly
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	3,805 21.95	3,995 23.05	4,195 24.20	4,405 25.41	4,625 26.69	Monthly Hourly
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	2,600 15.00	2,730 15.75	2,866 16.53	3,009 17.36	3,160 18.23	Monthly Hourly
4060	ADMINISTRATIVE CLERK II	PEU, Local 1	2,860 16.50	3,003 17.33	3,153 18.19	3,311 19.10	3,476 20.05	Monthly Hourly
4085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,292 18.99	3,457 19.94	3,630 20.94	3,812 21.99	4,002 23.09	Monthly Hourly
4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,002 17.32	3,152 18.18	3,310 19.10	3,476 20.05	3,649 21.05	Monthly Hourly
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	3,291 18.99	3,456 19.94	3,629 20.94	3,810 21.98	4,000 23.08	Monthly Hourly
4155	ARBORIST, SENIOR	PEU, Local 1	3,822 22.05	4,013 23.15	4,214 24.31	4,425 25.53	4,646 26.80	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4270	BUILDING INSPECTOR I	PEU, Local 1	4,890 28.21	5,134 29.62	5,391 31.10	5,661 32.66	5,944 34.29	Monthly Hourly
4292	BUILDING INSPECTOR II	PEU, Local 1	5,624 32.45	5,905 34.07	6,200 35.77	6,510 37.56	6,835 39.43	Monthly Hourly
4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	3,390 19.56	3,559 20.53	3,737 21.56	3,924 22.64	4,120 23.77	Monthly Hourly
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	3,706 21.38	3,891 22.45	4,086 23.57	4,290 24.75	4,504 25.99	Monthly Hourly
4285	CODE ENFORCEMENT OFFICER	PEU, Local 1	4,579 26.42	4,808 27.74	5,048 29.12	5,300 30.58	5,565 32.11	Monthly Hourly
4115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	3,544 20.45	3,721 21.47	3,907 22.54	4,102 23.67	4,307 24.85	Monthly Hourly
4144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	3,896 22.48	4,091 23.60	4,296 24.78	4,511 26.03	4,736 27.32	Monthly Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	4,420 25.50	4,641 26.78	4,873 28.11	5,117 29.52	5,373 31.00	Monthly Hourly
4050	CUSTODIAN I	PEU, Local 1	2,668 15.39	2,801 16.16	2,941 16.97	3,088 17.82	3,243 18.71	Monthly Hourly
4082	CUSTODIAN II	PEU, Local 1	3,075 17.74	3,229 18.63	3,390 19.56	3,559 20.53	3,737 21.56	Monthly Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	2,909 16.78	3,054 17.62	3,207 18.50	3,367 19.43	3,536 20.40	Monthly Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,188 18.39	3,347 19.31	3,514 20.27	3,690 21.29	3,874 22.35	Monthly Hourly
4161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	3,650 21.06	3,833 22.11	4,025 23.22	4,226 24.38	4,437 25.60	Monthly Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	4,766 27.50	5,004 28.87	5,254 30.31	5,517 31.83	5,793 33.42	Monthly Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	5,481 31.62	5,755 33.20	6,043 34.86	6,345 36.61	6,662 38.44	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,304 36.37	6,619 38.19	6,950 40.10	7,297 42.10	7,662 44.20	Monthly Hourly
4300	ENGINEER - ASSISTANT	PEU, Local 1	5,616 32.40	5,897 34.02	6,192 35.72	6,502 37.51	6,827 39.39	Monthly Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	3,803 21.94	3,993 23.04	4,193 24.19	4,403 25.40	4,623 26.67	Monthly Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	4,111 23.72	4,317 24.91	4,533 26.15	4,760 27.46	4,998 28.83	Monthly Hourly
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	4,735 27.32	4,972 28.68	5,221 30.12	5,482 31.63	5,756 33.21	Monthly Hourly
4160	ENGINEERING TECHNICIAN GIS	PEU, Local 1	4,111 23.72	4,317 24.91	4,533 26.15	4,760 27.46	4,998 28.83	Monthly Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,427 31.31	5,698 32.87	5,983 34.52	6,282 36.24	6,596 38.05	Monthly Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	2,961 17.08	3,109 17.94	3,264 18.83	3,427 19.77	3,599 20.76	Monthly Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,245 18.72	3,407 19.66	3,577 20.64	3,756 21.67	3,943 22.75	Monthly Hourly
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	4,599 26.53	4,829 27.86	5,070 29.25	5,324 30.72	5,590 32.25	Monthly Hourly
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,059 29.19	5,312 30.65	5,578 32.18	5,857 33.79	6,150 35.48	Monthly Hourly
4281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	4,767 27.50	5,005 28.88	5,255 30.32	5,518 31.83	5,794 33.43	Monthly Hourly
4282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	5,481 31.62	5,755 33.20	6,043 34.86	6,345 36.61	6,662 38.44	Monthly Hourly
4283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,304 36.37	6,619 38.19	6,950 40.10	7,297 42.10	7,661 44.20	Monthly Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	2,600 15.00	2,730 15.75	2,867 16.54	3,010 17.37	3,161 18.23	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4111	KENNEL ATTENDANT II	PEU, Local 1	2,890 16.67	3,034 17.50	3,186 18.38	3,345 19.30	3,512 20.26	Monthly Hourly
4112	KENNEL CARE TECHNICIAN - LEAD	PEU, Local 1	3,075 17.74	3,229 18.63	3,390 19.56	3,559 20.53	3,737 21.56	Monthly Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	4,308 24.85	4,523 26.09	4,749 27.40	4,986 28.77	5,235 30.20	Monthly Hourly
4581	LABORATORY ANALYST II	PEU, Local 1	4,738 27.33	4,975 28.70	5,224 30.14	5,485 31.64	5,759 33.22	Monthly Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	3,590 20.71	3,769 21.74	3,957 22.83	4,155 23.97	4,363 25.17	Monthly Hourly
4220	MECHANIC	PEU, Local 1	4,272 24.65	4,486 25.88	4,710 27.17	4,945 28.53	5,193 29.96	Monthly Hourly
4225	MECHANIC-LEAD	PEU, Local 1	4,915 28.36	5,161 29.78	5,419 31.26	5,690 32.83	5,974 34.47	Monthly Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4065	PARK MAINTENANCE WORKER I (a)	PEU, Local 1	3,032 17.49	- -	- -	- -	- -	Monthly Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,490 20.13	3,665 21.14	3,848 22.20	4,041 23.31	Monthly Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	3,822 22.05	4,013 23.15	4,214 24.31	4,425 25.53	4,646 26.80	Monthly Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	4,660 26.88	4,893 28.23	5,138 29.64	5,395 31.13	5,665 32.68	Monthly Hourly
4255	PLANS EXAMINER	PEU, Local 1	4,686 27.03	4,920 28.38	5,166 29.80	5,424 31.29	5,696 32.86	Monthly Hourly
4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	4,719 27.23	4,955 28.59	5,203 30.02	5,463 31.52	5,736 33.09	Monthly Hourly
4221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	5,427 31.31	5,698 32.87	5,983 34.52	6,282 36.24	6,596 38.05	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,490 20.13	3,665 21.14	3,848 22.20	4,041 23.31	Monthly Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	3,835 22.13	4,027 23.23	4,228 24.39	4,439 25.61	4,661 26.89	Monthly Hourly
4185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,403 25.40	4,623 26.67	4,854 28.00	5,097 29.41	5,352 30.88	Monthly Hourly
4080	RECREATION COORDINATOR	PEU, Local 1	2,823 16.29	2,964 17.10	3,112 17.95	3,268 18.85	3,431 19.79	Monthly Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	3,103 17.90	3,258 18.80	3,421 19.74	3,592 20.72	3,772 21.76	Monthly Hourly
4135	SWEEPER OPERATOR	PEU, Local 1	3,827 22.08	4,018 23.18	4,219 24.34	4,430 25.56	4,651 26.83	Monthly Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,490 20.13	3,665 21.14	3,848 22.20	4,041 23.31	Monthly Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.26	Monthly Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	4,719 27.23	4,955 28.59	5,203 30.02	5,463 31.52	5,736 33.09	Monthly Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,427 31.31	5,698 32.87	5,983 34.52	6,282 36.24	6,596 38.05	Monthly Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/ I	PEU, Local 1	4,733 27.31	4,970 28.67	5,218 30.10	5,479 31.61	5,753 33.19	Monthly Hourly
4235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,442 31.40	5,714 32.97	6,000 34.62	6,300 36.35	6,615 38.16	Monthly Hourly
4293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,258 36.10	6,571 37.91	6,900 39.81	7,245 41.80	7,607 43.89	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
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Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	4,344 25.06	4,561 26.31	4,789 27.63	5,028 29.01	5,280 30.46	Monthly Hourly
4286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	4,995 28.82	5,245 30.26	5,507 31.77	5,782 33.36	6,071 35.03	Monthly Hourly
4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	5,744 33.14	6,031 34.79	6,333 36.54	6,650 38.37	6,983 40.28	Monthly Hourly
4131	WATER TREATMENT FACILITY OPER.TRAINEE	PEU, Local 1	4,115 23.74	4,321 24.93	4,537 26.18	4,764 27.48	5,002 28.86	Monthly Hourly
4180	WATER TREATMENT FACILITY OPERATOR II	PEU, Local 1	4,733 27.31	4,970 28.67	5,218 30.10	5,479 31.61	5,753 33.19	Monthly Hourly
4230	WATER TREATMENT FACILITY OPERATOR III	PEU, Local 1	5,442 31.40	5,714 32.97	6,000 34.62	6,300 36.35	6,615 38.16	Monthly Hourly
4291	WATER TREATMENT FACILITY OPERATOR IV	PEU, Local 1	6,258 36.10	6,571 37.91	6,900 39.81	7,245 41.80	7,607 43.89	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those operators who are assigned to work from 7:00pm to 7:00am. Operators who utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Certification Pay:

Employees whose job functions include pesticide application are eligible for certificate pay of \$50.00 per month for possession of a Pesticide Application certification. Employees whose job functions include pool operations are eligible for certificate pay of \$50.00 per month for possession of Pool Operations certification.

Maintenance workers in the Water Distribution Division that do not meet minimum qualifications for the Water Distribution Operator classification, shall remain in the maintenance worker classification and continue to receive certification pay as follows:

D-1: \$50 per month

D-2: 2.5% of salary per month

D-3: 2.5% of salary per month (cumulative = 5%)

D-4: 2.5% of salary per month (cumulative = 7.5%)

Total amount of certification pay cannot exceed 10% of the employees' salary (including bilingual pay)

Non-Water Employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Local 1 employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

**CITY OF YUBA CITY
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Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	4,589 26.48	4,704 27.14	4,818 27.80	4,939 28.49	5,059 29.19	5,186 29.92	5,312 30.65	5,445 31.41	5,578 32.18	Monthly Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,424 19.75	3,510 20.25	3,595 20.74	3,685 21.26	3,775 21.78	3,870 22.33	3,964 22.87	4,063 23.44	4,162 24.01	Monthly Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	3,941 22.74	4,040 23.31	4,138 23.87	4,242 24.47	4,345 25.07	4,454 25.70	4,562 26.32	4,676 26.98	4,790 27.63	Monthly Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	4,314 24.89	4,422 25.51	4,530 26.13	4,644 26.79	4,757 27.44	4,876 28.13	4,995 28.82	5,120 29.54	5,244 30.26	Monthly Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	3,805 21.95	3,900 22.50	3,995 23.05	4,095 23.63	4,195 24.20	4,300 24.81	4,405 25.41	4,515 26.05	4,625 26.69	Monthly Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	2,600 15.00	2,665 15.38	2,730 15.75	2,798 16.14	2,866 16.53	2,938 16.95	3,009 17.36	3,084 17.79	3,160 18.23	Monthly Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	2,860 16.50	2,932 16.92	3,003 17.33	3,078 17.76	3,153 18.19	3,232 18.65	3,311 19.10	3,394 19.58	3,476 20.05	Monthly Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,292 18.99	3,375 19.47	3,457 19.94	3,544 20.45	3,630 20.94	3,721 21.47	3,812 21.99	3,907 22.54	4,002 23.09	Monthly Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,002 17.32	3,077 17.75	3,152 18.18	3,231 18.64	3,310 19.10	3,393 19.58	3,476 20.05	3,563 20.56	3,649 21.05	Monthly Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	3,291 18.99	3,374 19.47	3,456 19.94	3,543 20.44	3,629 20.94	3,720 21.46	3,810 21.98	3,905 22.53	4,000 23.08	Monthly Hourly
5155	ARBORIST, SENIOR	PEU, Local 1	3,822 22.05	3,918 22.60	4,013 23.15	4,114 23.73	4,214 24.31	4,320 24.92	4,425 25.53	4,536 26.17	4,646 26.80	Monthly Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	4,890 28.21	5,012 28.92	5,134 29.62	5,263 30.36	5,391 31.10	5,526 31.88	5,661 32.66	5,802 33.47	5,944 34.29	Monthly Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	5,624 32.45	5,765 33.26	5,905 34.07	6,053 34.92	6,200 35.77	6,355 36.66	6,510 37.56	6,673 38.50	6,835 39.43	Monthly Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	3,390 19.56	3,475 20.05	3,559 20.53	3,648 21.05	3,737 21.56	3,831 22.10	3,924 22.64	4,022 23.20	4,120 23.77	Monthly Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	3,706 21.38	3,799 21.92	3,891 22.45	3,989 23.01	4,086 23.57	4,188 24.16	4,290 24.75	4,397 25.37	4,504 25.99	Monthly Hourly

Public Employees Union, Local 1 (9-Step) - Page 1

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Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5285	CODE ENFORCEMENT OFFICER	PEU, Local 1	4,579 26.42	4,694 27.08	4,808 27.74	4,928 28.43	5,048 29.12	5,174 29.85	5,300 30.58	5,433 31.34	5,565 32.11	Monthly Hourly
5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	3,544 20.45	3,633 20.96	3,721 21.47	3,814 22.00	3,907 22.54	4,005 23.11	4,102 23.67	4,204 24.25	4,307 24.85	Monthly Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	3,896 22.48	3,994 23.04	4,091 23.60	4,194 24.20	4,296 24.78	4,404 25.41	4,511 26.03	4,624 26.68	4,736 27.32	Monthly Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	4,420 25.50	4,531 26.14	4,641 26.78	4,757 27.44	4,873 28.11	4,995 28.82	5,117 29.52	5,245 30.26	5,373 31.00	Monthly Hourly
5050	CUSTODIAN I	PEU, Local 1	2,668 15.39	2,735 15.78	2,801 16.16	2,871 16.56	2,941 16.97	3,015 17.39	3,088 17.82	3,165 18.26	3,243 18.71	Monthly Hourly
5082	CUSTODIAN II	PEU, Local 1	3,075 17.74	3,152 18.18	3,229 18.63	3,310 19.10	3,390 19.56	3,475 20.05	3,559 20.53	3,648 21.05	3,737 21.56	Monthly Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	2,909 16.78	2,982 17.20	3,054 17.62	3,131 18.06	3,207 18.50	3,287 18.96	3,367 19.43	3,451 19.91	3,536 20.40	Monthly Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,188 18.39	3,268 18.85	3,347 19.31	3,431 19.79	3,514 20.27	3,602 20.78	3,690 21.29	3,782 21.82	3,874 22.35	Monthly Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	3,650 21.06	3,742 21.59	3,833 22.11	3,929 22.67	4,025 23.22	4,126 23.80	4,226 24.38	4,332 24.99	4,437 25.60	Monthly Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	4,766 27.50	4,885 28.18	5,004 28.87	5,129 29.59	5,254 30.31	5,386 31.07	5,517 31.83	5,655 32.63	5,793 33.42	Monthly Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	5,481 31.62	5,618 32.41	5,755 33.20	5,899 34.03	6,043 34.86	6,194 35.73	6,345 36.61	6,504 37.52	6,662 38.44	Monthly Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,304 36.37	6,462 37.28	6,619 38.19	6,785 39.14	6,950 40.10	7,124 41.10	7,297 42.10	7,479 43.15	7,662 44.20	Monthly Hourly
5300	ENGINEER - ASSISTANT	PEU, Local 1	5,616 32.40	5,757 33.21	5,897 34.02	6,045 34.88	6,192 35.72	6,347 36.62	6,502 37.51	6,664 38.45	6,827 39.39	Monthly Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	3,803 21.94	3,898 22.49	3,993 23.04	4,093 23.61	4,193 24.19	4,298 24.80	4,403 25.40	4,513 26.04	4,623 26.67	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	4,111 23.72	4,214 24.31	4,317 24.91	4,425 25.53	4,533 26.15	4,647 26.81	4,760 27.46	4,879 28.15	4,998 28.83	Monthly Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	4,735 27.32	4,854 28.00	4,972 28.68	5,097 29.41	5,221 30.12	5,352 30.88	5,482 31.63	5,619 32.42	5,756 33.21	Monthly Hourly
5160	ENGINEERING TECHNICIAN GIS	PEU, Local 1	4,111 23.72	4,214 24.31	4,317 24.91	4,425 25.53	4,533 26.15	4,647 26.81	4,760 27.46	4,879 28.15	4,998 28.83	Monthly Hourly
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,427 31.31	5,563 32.09	5,698 32.87	5,841 33.70	5,983 34.52	6,133 35.38	6,282 36.24	6,439 37.15	6,596 38.05	Monthly Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	2,961 17.08	3,035 17.51	3,109 17.94	3,187 18.39	3,264 18.83	3,346 19.30	3,427 19.77	3,513 20.27	3,599 20.76	Monthly Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,245 18.72	3,326 19.19	3,407 19.66	3,492 20.15	3,577 20.64	3,667 21.16	3,756 21.67	3,850 22.21	3,943 22.75	Monthly Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	4,599 26.53	4,714 27.20	4,829 27.86	4,950 28.56	5,070 29.25	5,197 29.98	5,324 30.72	5,457 31.48	5,590 32.25	Monthly Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,059 29.19	5,186 29.92	5,312 30.65	5,445 31.41	5,578 32.18	5,718 32.99	5,857 33.79	6,003 34.63	6,150 35.48	Monthly Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	4,767 27.50	4,886 28.19	5,005 28.88	5,130 29.60	5,255 30.32	5,387 31.08	5,518 31.83	5,656 32.63	5,794 33.43	Monthly Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	5,481 31.62	5,618 32.41	5,755 33.20	5,899 34.03	6,043 34.86	6,194 35.73	6,345 36.61	6,504 37.52	6,662 38.44	Monthly Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,304 36.37	6,462 37.28	6,619 38.19	6,785 39.14	6,950 40.10	7,124 41.10	7,297 42.10	7,479 43.15	7,661 44.20	Monthly Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	2,600 15.00	2,665 15.38	2,730 15.75	2,799 16.15	2,867 16.54	2,939 16.96	3,010 17.37	3,085 17.80	3,161 18.23	Monthly Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	2,890 16.67	2,962 17.09	3,034 17.50	3,110 17.94	3,186 18.38	3,266 18.84	3,345 19.30	3,428 19.78	3,512 20.26	Monthly Hourly
5112	KENNEL CARE TECHNICIAN - LEAD	PEU, Local 1	3,075 17.74	3,152 18.18	3,229 18.63	3,310 19.10	3,390 19.56	3,475 20.05	3,559 20.53	3,648 21.05	3,737 21.56	Monthly Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	4,308 24.85	4,416 25.48	4,523 26.09	4,636 26.75	4,749 27.40	4,868 28.08	4,986 28.77	5,111 29.49	5,235 30.20	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5581	LABORATORY ANALYST II	PEU, Local 1	4,738 27.33	4,857 28.02	4,975 28.70	5,100 29.42	5,224 30.14	5,355 30.89	5,485 31.64	5,622 32.43	5,759 33.22	Monthly Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	3,590 20.71	3,680 21.23	3,769 21.74	3,863 22.29	3,957 22.83	4,056 23.40	4,155 23.97	4,259 24.57	4,363 25.17	Monthly Hourly
5220	MECHANIC	PEU, Local 1	4,272 24.65	4,379 25.26	4,486 25.88	4,598 26.53	4,710 27.17	4,828 27.85	4,945 28.53	5,069 29.24	5,193 29.96	Monthly Hourly
5225	MECHANIC-LEAD	PEU, Local 1	4,915 28.36	5,038 29.07	5,161 29.78	5,290 30.52	5,419 31.26	5,555 32.05	5,690 32.83	5,832 33.65	5,974 34.47	Monthly Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,108 17.93	3,184 18.37	3,264 18.83	3,343 19.29	3,427 19.77	3,510 20.25	3,598 20.76	3,686 21.26	Monthly Hourly
5065	PARK MAINTENANCE WORKER I (a)	PEU, Local 1	3,032 17.49	- -	- -	- -	- -	- -	- -	- -	- -	Monthly Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,407 19.66	3,490 20.13	3,578 20.64	3,665 21.14	3,757 21.68	3,848 22.20	3,944 22.75	4,041 23.31	Monthly Hourly
5200	PARK MAINTENANCE WORKER III	PEU, Local 1	3,822 22.05	3,918 22.60	4,013 23.15	4,114 23.73	4,214 24.31	4,320 24.92	4,425 25.53	4,536 26.17	4,646 26.80	Monthly Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	4,660 26.88	4,777 27.56	4,893 28.23	5,016 28.94	5,138 29.64	5,267 30.39	5,395 31.13	5,530 31.90	5,665 32.68	Monthly Hourly
5255	PLANS EXAMINER	PEU, Local 1	4,686 27.03	4,803 27.71	4,920 28.38	5,043 29.09	5,166 29.80	5,295 30.55	5,424 31.29	5,560 32.08	5,696 32.86	Monthly Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	4,719 27.23	4,837 27.91	4,955 28.59	5,079 29.30	5,203 30.02	5,333 30.77	5,463 31.52	5,599 32.30	5,736 33.09	Monthly Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	5,427 31.31	5,563 32.09	5,698 32.87	5,841 33.70	5,983 34.52	6,133 35.38	6,282 36.24	6,439 37.15	6,596 38.05	Monthly Hourly
5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,108 17.93	3,184 18.37	3,264 18.83	3,343 19.29	3,427 19.77	3,510 20.25	3,598 20.76	3,686 21.26	Monthly Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,407 19.66	3,490 20.13	3,578 20.64	3,665 21.14	3,757 21.68	3,848 22.20	3,944 22.75	4,041 23.31	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	3,835 22.13	3,931 22.68	4,027 23.23	4,128 23.82	4,228 24.39	4,334 25.00	4,439 25.61	4,550 26.25	4,661 26.89	Monthly Hourly
5185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,403 25.40	4,513 26.04	4,623 26.67	4,739 27.34	4,854 28.00	4,976 28.71	5,097 29.41	5,224 30.14	5,352 30.88	Monthly Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	2,823 16.29	2,894 16.70	2,964 17.10	3,038 17.53	3,112 17.95	3,190 18.40	3,268 18.85	3,350 19.33	3,431 19.79	Monthly Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	3,103 17.90	3,181 18.35	3,258 18.80	3,340 19.27	3,421 19.74	3,507 20.23	3,592 20.72	3,682 21.24	3,772 21.76	Monthly Hourly
5135	SWEEPER OPERATOR	PEU, Local 1	3,827 22.08	3,923 22.63	4,018 23.18	4,119 23.76	4,219 24.34	4,325 24.95	4,430 25.56	4,541 26.20	4,651 26.83	Monthly Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,108 17.93	3,184 18.37	3,264 18.83	3,343 19.29	3,427 19.77	3,510 20.25	3,598 20.76	3,686 21.26	Monthly Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,324 19.18	3,407 19.66	3,490 20.13	3,578 20.64	3,665 21.14	3,757 21.68	3,848 22.20	3,944 22.75	4,041 23.31	Monthly Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	3,032 17.49	3,108 17.93	3,184 18.37	3,264 18.83	3,343 19.29	3,427 19.77	3,510 20.25	3,598 20.76	3,686 21.26	Monthly Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	4,719 27.23	4,837 27.91	4,955 28.59	5,079 29.30	5,203 30.02	5,333 30.77	5,463 31.52	5,600 32.31	5,736 33.09	Monthly Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,427 31.31	5,563 32.09	5,698 32.87	5,841 33.70	5,983 34.52	6,133 35.38	6,282 36.24	6,439 37.15	6,596 38.05	Monthly Hourly
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	4,733 27.31	4,852 27.99	4,970 28.67	5,094 29.39	5,218 30.10	5,349 30.86	5,479 31.61	5,616 32.40	5,753 33.19	Monthly Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,442 31.40	5,578 32.18	5,714 32.97	5,857 33.79	6,000 34.62	6,150 35.48	6,300 36.35	6,457 37.25	6,615 38.16	Monthly Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,258 36.10	6,415 37.01	6,571 37.91	6,736 38.86	6,900 39.81	7,073 40.81	7,245 41.80	7,426 42.84	7,607 43.89	Monthly Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	4,344 25.06	4,453 25.69	4,561 26.31	4,675 26.97	4,789 27.63	4,909 28.32	5,028 29.01	5,154 29.73	5,280 30.46	Monthly Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	4,995 28.82	5,120 29.54	5,245 30.26	5,376 31.02	5,507 31.77	5,645 32.57	5,782 33.36	5,927 34.19	6,071 35.03	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	5,744 33.14	5,888 33.97	6,031 34.79	6,182 35.67	6,333 36.54	6,492 37.45	6,650 38.37	6,816 39.32	6,983 40.28	Monthly Hourly
5131	WATER TREATMENT PLANT OPER.TRAINEE	PEU, Local 1	4,115 23.74	4,218 24.33	4,321 24.93	4,429 25.55	4,537 26.18	4,651 26.83	4,764 27.48	4,883 28.17	5,002 28.86	Monthly Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	4,733 27.31	4,852 27.99	4,970 28.67	5,094 29.39	5,218 30.10	5,349 30.86	5,479 31.61	5,616 32.40	5,753 33.19	Monthly Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	5,442 31.40	5,578 32.18	5,714 32.97	5,857 33.79	6,000 34.62	6,150 35.48	6,300 36.35	6,457 37.25	6,615 38.16	Monthly Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	6,258 36.10	6,415 37.01	6,571 37.91	6,736 38.86	6,900 39.81	7,073 40.81	7,245 41.80	7,426 42.84	7,607 43.89	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those operators who are assigned to work from 7:00pm to 7:00am. Operators who utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Certification Pay:

Employees whose job functions include pesticide application are eligible for certificate pay of \$50.00 per month for possession of a Pesticide Application certification.

Maintenance workers in the Water Distribution Division that do not meet minimum qualifications for the Water Distribution Operator classification, shall remain in the maintenance worker classification and continue to receive certification pay as follows:

D-1: \$50 per month

D-2: 2.5% of salary per month

D-3: 2.5% of salary per month (cumulative = 5%)

D-4: 2.5% of salary per month (cumulative = 7.5%)

Total amount of certification pay cannot exceed 10% of the employees' salary (including bilingual pay)

Non-Water Employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Local 1 employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Elected Officials, Part-Time, Extra Help, Limited Term and At-Will Contract Employees - EFFECTIVE JANUARY 1, 2022

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS				
			1	2	3	4	5
0110*	Intern Worker		15.00		TO		17.00
4000	Public Works Maintenance Worker (Temp)		15.00	15.50	16.00	16.50	17.00
4125	Water/Wastewater Operator-in-Training		15.00	15.50	16.00	16.50	17.00
4105	Plan Checker-Permit Tech		4,252	4,465	4,688	4,922	5,169
			24.53	25.76	27.05	28.40	29.82
2030*	Reserve Police Officer (Level I) - see notes 1 & 2		19.28				
	Reserve Police Officer (Level Ia) - see notes 1,2&3		29.67				
2020*	Reserve Police Officer (Level II) - see notes 1 & 2		15.43				
2010*	Relief Public Safety Dispatcher		15.00				
300	Police Officer Trainee		15.00				
0200*	Recreation Worker		15.00		TO		50.00
	(Sub Classifications)						
*	Recreation Leader I		15.00	15.43	16.20		
*	Recreation Leader II		16.20	17.01	17.86		
*	Recreation Leader III		17.86	18.75	19.69		
*	Recreation Specialist I		15.00		TO		25.00
*	Recreation Specialist II		25.00		TO		50.00
*	Lifeguard/Instructor I		16.20	17.01	17.86	18.75	19.69
*	Lifeguard/Instructor II		19.69	20.67	21.70	22.79	23.93
4116	Veterinary Assistant		2,600	2,730	2,867	3,010	3,160
			15.00	15.75	16.54	17.37	18.23
3410**	Fire Recruit		16.60	Effective 12/8/18			
3310	Fire Recruit - 40 hour work week		23.24	Effective 12/8/18			

Elected Officials

0011	City Council						7,200 Yearly
							600.00 Monthly
0800	City Treasurer						900 Yearly
							75.00 Monthly
0890	City Clerk						900 Yearly
							75.00 Monthly

1/ Reserves must serve a minimum of 16 hours per month reserve service.

2/ City purchases safety equipment and uniforms (except for regular employees who receive a uniform allowance). Shirts, ties, hats, and badge only are purchased.

3/ The Reserve Police Officer would only receive the higher pay after he/she has completed the Field Training Program, has already worked his/her mandatory sixteen hours per month, and is covering a shift or partial shift for a regular full-time Officer.

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

** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JUNE 18, 2022**

Part-Time, Extra Help, Limited Term and At-Will Contract Employees

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PEU, Local 1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management
FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PS - Police Sergeant
PSMM - Police Sworn Mid Managers

ATTACHMENT 3

The City of Yuba City and the Yuba City Firefighters' Local 3793
Side Letter of Agreement to the
July 1, 2019 – December 31, 2023 MOU

The City of Yuba City ("City") and the Yuba City Firefighters' Local 3793 ("Union") have met and conferred in good faith pursuant to the requirements of the Meyers-Milius-Brown Act to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2019 through December 31, 2023, as set forth below. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU by adding the language as set forth below to Section 4 – Wages, and to remove similar language from the City's salary schedule.

Fire Captain (Prevention)

Fire Captain assigned by the Fire Chief to Fire Prevention shall receive five (5) percent salary increase above the appropriate Fire-Captain salary step.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: 5/26/2022

YUBA CITY FIREFIGHTERS' LOCAL
3793

Kevin Kennedy

Brett Geyer

ATTACHMENT 4

Yuba City and Public Employees' Union, Local 1/AFSCME 57
Side Letter of Agreement to the
July 1, 2020- June 30, 2023 MOU

The City of Yuba City ("City") and Public Employees' Union, Local 1/AFSCME 57 ("Union") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU") with a current term of July 1, 2020 through June 30, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

The purpose of this Side Letter is to delete the Account Clerk, Accounting Technician, Administrative Technician, Facility Aide, Housing Programs Analyst I, and Laboratory Receptionist classifications from the unit represented by Union on Appendix A to the MOU; and to update the title of the Engineer-Assistant Civil classification to Engineer-Assistant. An updated version of Appendix A is attached hereto and incorporated by reference.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

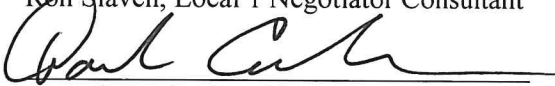
Ben Moody, PWs/Dev. Services Director

Date: 6/1/22

LOCAL 1



Ron Slaven, Local 1 Negotiator Consultant



Dave Calonder, President

Appendix “A” Recognition

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

ATTACHMENT 5

The City of Yuba City and the First Level Managers
Side Letter of Agreement to the
July 1, 2020- June 30, 2022 MOU

The City of Yuba City ("City") and the First Level Managers ("FLM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2020 through June 30, 2022, as set forth below.

The purpose of this Side Letter is to delete the Ground Water Distribution Supervisor, Housing Program Analyst II, Laboratory Manager, Maintenance Supervisor-Water Distribution 3, Maintenance Supervisor-Water Distribution 4, Permit Center Manager classifications from the unit represented by FLM on Appendix A to the MOU. An updated version of Appendix A is attached hereto and incorporated by reference.

All other provisions of the MOU between the City and FLM shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Ben Moody, PWs/Dev. Services Director

Date: 6/1/2022

FIRST LEVEL MANAGERS

Josh Wolfe
Josh Wolfe, Representative

Katrina Woods
Katrina Woods, Representative

Nathan McCready, Representative

Appendix A – Represented Classifications

The First Level Managers represents the following classifications:

- Accountant II
- Administrative Analyst II
- Animal Shelter Supervisor
- Communications Center Coordinator
- Construction Inspector – Senior
- Crime Analyst
- Customer Service Manager
- Development Liaison
- Electrical/Instrumentation Supervisor
- Engineer – Associate Civil
- Environmental Compliance Coordinator
- Facilities Maintenance Supervisor
- Fleet Maintenance Supervisor
- Information Technology Analyst
- Laboratory Supervisor
- Maintenance Supervisor – Streets
- Parks Maintenance Supervisor
- Planner – Associate
- Plant Maintenance Supervisor – Water
- Plant Maintenance Supervisor – Wastewater
- Recreation Supervisor I/II/III
- Senior Information Technology Analyst
- Wastewater Collections Supervisor
- Wastewater Treatment Facility Chief Operator
- Wastewater Treatment Facility Supervisor
- Water Distribution Supervisor
- Water Treatment Facility Chief Operator
- Water Treatment Facility Supervisor

The City of Yuba City and the Mid Managers
Side Letter of Agreement to the
July 1, 2020- June 30, 2022 MOU

The City of Yuba City ("City") and the Mid Managers ("MM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2020 through June 30, 2022, as set forth below.

The purpose of this Side Letter is to delete the Assistant Chief-Fire Operations, Assistant Chief-Fire Administration, Assistant Public Works Director, Assistant Public Works Director-Utilities, Engineer-Senior-City Surveyor, Principal Planner, Public Works Superintendent classifications from the unit represented by MM as shown on Appendix A to the MOU. An updated version of Appendix A is attached hereto and incorporated by reference.

All other provisions of the MOU between the City and MM shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: 10/1/2022

MID MANAGERS

Ciara Wakefield
Ciara Wakefield, Representative

Phillip Marler
Phillip Marler, Representative

Scott Chandler
Scott Chandler, Representative

Katherine Willis
Katherine Willis, Representative

Appendix A – Represented Classifications

The Mid-Managers Unit represents the following classifications:

- Accounting Manager
- Administrative Analyst III
- Administrative Manager
- Animal Services Manager
- Assistant Chief - Fire
- Chief Building Official
- City Clerk Administrator
- Deputy Public Works Director – Engineering
- Deputy Public Works Director – Maintenance
- Deputy Public Works Director – Utilities
- Division Fire Chief
- Engineer – Senior
- Environmental Compliance Manager
- Information Technology Manager
- Park Maintenance Manager
- Parks and Grounds Superintendent
- Planning Manager
- Project Manager
- Utilities Superintendent

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Fire Mutual Aid Deployment Staffing and Compensation Policy
Recommendation: Adopt a Resolution approving Side Letters with the Mid-Manager group and Fire Management group, and an Amendment to Chief Alexander's Employment Agreement, Exhibit B
Fiscal Impact: None.

Purpose:

To approve the proposed language with the Mid-Managers and Fire Management that establishes the mutual aid deployment staffing as well as compensation policy when the City is reimbursed by the Office of Emergency Services. For the Fire Chief, the proposed language identifies when the Fire Chief receives compensation for "working down" as a Battalion Chief in mutual aid coverage situations.

Council's Strategic Goal:

Public Safety

Background:

The Battalion Chiefs are part of the Fire Management bargaining unit and the Fire Division Chiefs are part of the Mid-Manager bargaining unit. There is a Battalion Chief on duty at all times, 24 hours, 7 days a week. There are three (3) Battalion Chief positions, which are filled on 24-hour shifts. There are two (2) Fire Division Chief positions. Fire Division Chiefs do not typically work 24-hour shifts, however they maintain the ability to work as a Battalion Chief.

During fire season, Battalion Chiefs can be deployed on mutual aid assignments to fires throughout the State, sometimes leaving only one Battalion Chief on duty to cover all three shifts. When this occurs, or when minimum staffing needs support, the Battalion Chief position may need coverage from other positions (Division Chiefs, the Fire Chief, or Acting Battalion Chiefs) to ensure all front line safety positions are filled.

The Fire Chief is an at-will, contract position and any changes to his employment agreement must be identified in his contract's Exhibit B, which is incorporated into his employment agreement.

Analysis:

When one or more Battalion Chiefs are deployed on mutual aid assignments away from the City, the "backfill" Battalion Chief deployment primary staffing is other current Battalion Chiefs. The secondary staffing for mutual aid deployment is 1) Division Chief 2) Fire Chief 3) Acting Battalion Chief. The purpose of the side letters is to establish the secondary staffing procedure to backfill the Battalion Chief position. Additionally, the side letters and the Fire Chief's Exhibit B establishes that if reimbursement is received by the City from the Office of Emergency Services, then the Division Fire Chiefs and Fire Chief will receive compensation for the time spent outside of their duties in the Battalion Chief position.

Once approved, the Fire Chief's updated Exhibit B will be incorporated into his employment agreement.

Fire Management and the Mid-Managers units have agreed to the side letters. While not subject to a side letter, the Yuba City Firefighters' Local 3793 unit is supportive of the primary and secondary mutual aid deployment model as to when its members (Acting Battalion Chiefs) may be called upon to fill Battalion Chief shifts. Chief Alexander has agreed to the language amending his employment agreement. The side letters and Chief Alexander's amendment are effective June 18, 2022.

Fiscal Impact:

When Fire Mid-Management employees and Chief Alexander are assigned to the Battalion Chief position due to backfilling mutual aid deployment of the Battalion Chiefs and the inability to fill the position through primary staffing, they shall receive compensation for the time spent outside of their regular duties at time-and-a-half the Battalion Chief rate. There will be no fiscal impact to the City as the City will receive reimbursement from the Office of Emergency Services.

Alternatives:

Do not approve side letters or Exhibit B, and provide staff direction.

Recommendation:

Adopt a Resolution approving Side Letters with the Mid-Manager group and Fire Management group, and an amendment to Chief Alexander's Employment Agreement, Exhibit B.

Attachments:

1. Resolution
2. Mid Manager Side Letter
3. Fire Management Side Letter
4. Chief Alexander's Exhibit B

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 20-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
FIRE MUTUAL AID DEPLOYMENT SIDE LETTERS WITH MID MANAGER GROUP
AND FIRE MANAGEMENT GROUP AND AN AMENDMENT TO CHIEF
ALEXANDER'S EMPLOYMENT AGREEMENT, EXHIBIT B**

WHEREAS, the Fire Department provides continuous service and all front line fire safety positions are constantly staffed;

WHEREAS, the Battalion Chief position is constantly staffed and is a critical staffing component;

WHEREAS, when minimum staffing needs are triggered due to mutual aid deployment by existing Battalion Chiefs, the Fire Department requires a staffing aid deployment procedure to backfill Battalion Chief shifts;

WHEREAS, when the City receives reimbursement from the Office of Emergency Services relating to mutual aid deployments, the Division Fire Chiefs and Fire Chief participating in such backfill shall receive compensation for the time spent outside of their regular shift staffing the Battalion Chief position;

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

1. Approve the side letter with the Mid-Manager group that establishes the mutual aid deployment staffing as well as compensation policy for time spent on such staffing, outside the employee's regular shift, when the City is reimbursed by the Office of Emergency Services.
2. Approve the side letter with the Fire Management group that establishes the mutual aid deployment staffing.
3. Approve an amendment to Chief Alexander's Exhibit B in his employment agreement that establishes the compensation policy when the City is reimbursed by the Office of Emergency Services.

The side letters and Exhibit B are effective June 18, 2022.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7th day of June 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

The City of Yuba City and the Mid-Managers Unit
Side Letter of Agreement to the
July 1, 2020 - June 30, 2022 MOU

The City of Yuba City ("City") and the Mid-Managers ("MM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2020 through June 30, 2022, as set forth below. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU by adding Section 11.6 as set forth below.

ARTICLE 11: MID-MANAGEMENT REIMBURSEMENT POLICY

11.6 Mutual Aid Deployment

Fire Mid-Management employees assigned to the Battalion Chief position due to backfilling mutual aid deployment and the inability to fill the position through primary staffing shall receive compensation for the time spent outside of their regular work shift at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services. The mutual aid deployment primary staffing is: 1) Battalion Chief. The mutual aid deployment secondary staffing is: 1) Division Chief (Mid-Management) 2) Fire Chief 3) Acting Battalion Chief. Mutual aid deployment secondary staffing will only apply when, in the discretion of the Fire Chief or designee, the staffing need cannot be timely filled via the primary staffing process to support minimum staffing or pressing operational needs.

All other provisions of the MOU between the City and MM shall remain unchanged.

Date: _____

CITY OF YUBA CITY

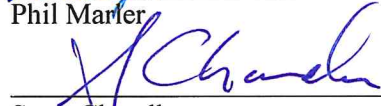
Diana Langley, City Manager

Date: June 2, 2022

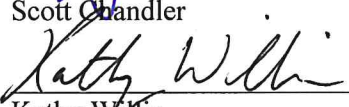
MID-MANAGERS UNIT



Phil Marler



Scott Chandler



Kathy Willis

Ciara Wakefield

ATTACHMENT 3

The City of Yuba City and the Yuba City Fire Management
Side Letter of Agreement to the
July 3, 2021 – June 30, 2024 MOU

The City of Yuba City ("City") and the Yuba City Fire Management ("FM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milius-Brown Act to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 3, 2021 through June 30, 2024, as set forth below. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU by adding the language as set forth below.

Mutual Aid Deployment

Division Chiefs assigned to Battalion Chief position due to backfilling mutual aid deployment and the inability to fill the position through primary staffing shall receive compensation for the time spent outside of their regular work schedule at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services. The mutual aid deployment primary staffing is: 1) Battalion Chief. The mutual aid deployment secondary staffing is: 1) Division Chief (Mid-Management) 2) Fire Chief 3) Acting Battalion Chief from Local 3793. Mutual aid deployment secondary staffing will only apply when, in the discretion of the Fire Chief or designee, the staffing need cannot be timely filled via the primary staffing process to support minimum staffing or pressing operational needs.

All other provisions of the MOU between the City and FM shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: 6/2/2022

FIRE MANAGEMENT

Shane Lawson

Eric Hankins

Jesse Frias

Michael LaBlue

ATTACHMENT 4

Exhibit B

1. While Employee holds no property interest in City employment, which is "at will," Employee's City employment is subject to the provisions and requirements of the California Firefighters Procedural Bill of Rights Act.
2. The Employee may be requested by the State of California to participate on a strike team, a CAL Fire Incident Management Team (IMT), or with the Office of Emergency Services (OES) mutual aid process. The Employee will notify the City Manager of any such requests. Participation by the Employee shall be at the City Manager's discretion. If the City Manager approves the Fire Chief's participation, the Fire Chief shall ensure all his regular duties are covered, so that the City and its residents have proper Fire and Life Safety protection during any absence. Upon request by the City Manager, the Fire Chief will return to the City to ensure Fire Department business is being adequately handled. City agrees that if the Fire Chief is assigned to serve with the California Department of Forestry and Fire Protection (Cal Fire), the United States Forest Service (USFS), or the California Emergency Management Agency (Cal EMA) on Mutual Aid assignments, employee shall be compensated, portal to portal and at the rate of one and one-half times his regular hourly rate (unless otherwise limited by the applicable mutual aid agreement, in which case the aid agreement shall govern) for any hours on such assignments.

Employee shall utilize vacation time while deployed at any mutual aid request process when requested to do so by the City Manager. When Employee submits a statement of hours to the City's Finance Department, the City will advance to Employee the funds the City expects to receive from OES. If the City is not subsequently fully reimbursed by OES for monies advanced to Employee, Jesse Alexander shall be financially responsible to repay to the City all monies advanced and not reimbursed.

If rather than being deployed himself for mutual aid, Employee is required to "work down" at the Battalion Chief level to backfill others who are so deployed (as part of a mutual aid secondary staffing situation), Employee shall receive compensation for the time spent outside of Employee's regular duties at time and half the Battalion Chief rate as reimbursed by the Office of Emergency Services.

3. Uniform allowance: Uniform will be provided and paid for by the City including a Class "A" Dress uniform to meet the Departments specifications.
4. The Employer shall provide the Employee with an auto for City business use only.
5. Upon hire, the Employee shall receive an advance of 48.1 hours of sick leave, which is the amount he would accrued during six months' work for the City. Such leave shall be available to Employee immediately for qualifying uses. Employee will not accrue sick leave during the first six-months of employment, but thereafter shall accrue sick leave as provided in this Agreement.
6. Upon hire, the Employee shall receive credit for nineteen years of public service with the City of Chico towards his vacation biweekly accrual rate.

7. Despite Section 5 of the Agreement, Employee will receive 120 hours of administrative leave during for calendar year 2020, and is eligible for a maximum of 40 hours of additional administrative leave in accordance with Section 10 of the Agreement and 10.4 of Attachment A. Beginning January 1, 2021, Employee will receive 80 hours of administrative leave per calendar year, and is eligible for additional administrative leave in accordance with Section 10 of the Agreement and 10.4 of Attachment A.
8. The following language replaces Section 13 of the Agreement: It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Yuba City Firefighters' Local 3793 Wage Reopener Side Letter

Recommendation: A. Adopt a Resolution approving a wage reopener side letter with Yuba City Firefighters' Local 3793

B. Approve a supplemental appropriation to 2310-61210 in the amount of \$942,900

C. Approve a supplemental appropriation to 2310-61430 in the amount of \$236,000

D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$1,178,900

Fiscal Impact: An increase in cost of \$1,178,900 for FY 22/23.

Purpose:

To approve the Yuba City Firefighters' Local 3793 (Local 3793) wage reopener side letter for salary increases, equity adjustments, and new language for a 2023 wage reopener.

Council's Strategic Goal:

This side letter addresses the City Council's Strategic Goal of public safety.

Background:

Local 3793 Memorandum of Understanding (MOU) term was extended via side letter to July 1, 2019 through December 31, 2023. The MOU extension side letter included a wage reopener that agreed to discuss the City's financial position no later than the end of April 2022. Local 3793 and the City negotiations team met to discuss the wage reopener and have come to an agreement on a side letter that addresses salary increases, equity adjustments, and includes a modification to the wage reopened in 2023 to change it from April to May.

Analysis:

Local 3793 has agreed to a wage reopener side letter that:

1. Includes an 8% cost of living increase effective the first full pay period in July 2022;
2. Includes equity adjustments for identified classifications effective the first full pay period in July 2022;

Classification	Equity Adjustment
Fire Recruit	9.0%
Firefighter I	9.0%
Firefighter II	9.0%
Fire Apparatus Operator	9.5%
Fire Captain	10.0%
Fire Safety Inspector I	7.0%
Fire Safety Inspector II	7.0%

1. For a wage reopener to discuss the City's financial position no later than the end of May 2023 on the issue of wage to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023, unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

Fiscal Impact:

An increase in cost of \$1,178,900 for FY 22/23.

Alternatives:

Do not approve the Local 3793 side letter and provide staff direction.

Recommendation:

- A) Adopt a Resolution approving a wage reopener side letter with Yuba City Firefighters' Local 3793.
- B) Approve a supplemental appropriation to 2310-61210 in the amount of \$942,900.
- C) Approve a supplemental appropriation to 2310-61430 in the amount of \$236,000.
- D) Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$1,178,900.

Attachments:

1. Cost impact of Local 3793 Side Letter Terms
2. Resolution
3. Local 3793 Side Letter
4. Proposed Local 3793 Salary Schedule

Prepared By:
Natalie Springer

Submitted By:
Diana Langley

Human Resources Director

City Manager

ATTACHMENT 1

City of Yuba City
Local 3793 - June 7, 2022 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2022-23			
Salary increase - 8.0% COLA	\$ 1,178,900		1,178,900
Equity adjustments per the MOU to market, includes est. overtime (18%)			
Total Cost	<u>\$ 1,178,900</u>	<u>\$ -</u>	<u>\$ 1,178,900</u>
<i>General Fund</i>	\$ 1,178,900		\$ 1,178,900
<i>Water</i>	\$ -		\$ -
<i>Wastewater</i>	\$ -		\$ -
<i>SASA</i>	\$ -		\$ -
<i>VMF</i>	\$ -		\$ -

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE YUBA CITY FIREFIGHTERS' LOCAL 3793 SIDE LETTER
JULY 1, 2019 – DECEMBER 31, 2023 REGARDING WAGE REOPENER**

WHEREAS, the City recognizes the Yuba City Firefighters' Local 3793 (Local 3793) commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the Local 3793's side letter has a wage reopener article;

WHEREAS, in response to the wage reopener, City staff and Local 3793 have negotiated a Side Letter for a cost of living increase, equity adjustments and to establish a wage reopener for May 2023;

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

Approve the attached Local 3793 Side Letter:

1. Includes a 8% cost of living increase effective the first full pay period in July 2022;
2. Includes equity adjustments for identified classifications effective the first full pay period in July 2022;

Classification	Equity Adjustment
Fire Recruit	9.0%
Firefighter I	9.0%
Firefighter II	9.0%
Fire Apparatus Operator	9.5%
Fire Captain	10.0%
Fire Safety Inspector I	7.0%
Fire Safety Inspector II	7.0%
3. For a wage reopener to discuss the City's financial position no later than the end of May 2023 on the issue of wage to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023, unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

Authorize staff to make any necessary clarifying language changes as long as the changes do not modify the Side Letter's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7th day of June 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 3

Yuba City and Yuba City Firefighters' Local 3793

Side Letter of Agreement to the

2021-2024 MOU

The City of Yuba City ("City") and Yuba City Firefighters' Local 3793 have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU"), including applicable side letters, with a current term of July 1, 2019, through December 31, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

Term

The Term of the Agreement will be July 1, 2019, through December 31, 2023.

Salary Increases

Effective the first full pay period in July 2022, all classifications shall receive a cost of living increase of eight percent (8.0%) salary increase.

Effective the first full pay period in July 2022, the below classifications will receive equity adjustments as follows:

Classification	Equity Adjustment
Fire Recruit	9.0%
Firefighter I	9.0%
Firefighter II	9.0%
Fire Apparatus Operator	9.5%
Fire Captain	10.0%
Fire Safety Inspector I	7.0%
Fire Safety Inspector II	7.0%

Wage Reopener

The parties agree to a reopener to discuss the City's financial position no later than the end of May 2023 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023,

unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

This Side letter shall replace the side letter signed by the parties on June 9, 2021.

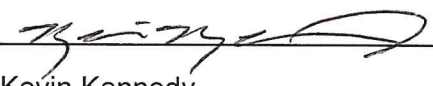
Date: 5/17/22

Date: 5/23/2022

City of Yuba City

Local 3793

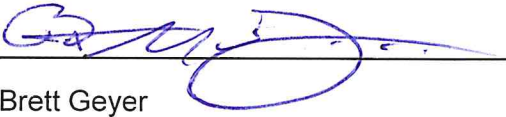
Diana Langley, City Manager



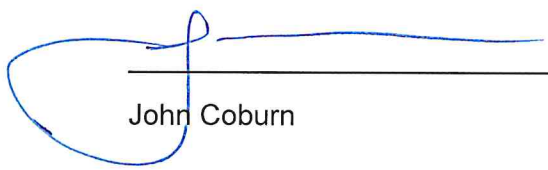
Kevin Kennedy



Michael W. Jarvis, Liebert Cassidy Whitmore



Brett Geyer



John Coburn

ATTACHMENT 4

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Fire Association

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
3110**	FIRE RECRUIT	FIRE	-	-	-	-	4,950	Monthly
			-	-	-	-	20.40	Hourly
3120**	FIREFIGHTER I	FIRE	-	-	-	-	5,491	Monthly
			-	-	-	-	22.63	Hourly
3130**	FIREFIGHTER II	FIRE	-	-	-	-	8,382	Monthly
			-	-	-	-	34.54	Hourly
3140**	FIRE APPARATUS OPERATOR	FIRE	-	-	-	8,790	9,230	Monthly
			-	-	-	36.22	38.04	Hourly
3150**	FIRE CAPTAIN	FIRE	8,694	9,129	9,585	10,064	10,567	Monthly
			35.83	37.62	39.50	41.47	43.54	Hourly
3160	FIRE SAFETY INSPECTOR I	FIRE	5,843	6,135	6,442	6,764	7,102	Monthly
			33.71	35.39	37.17	39.02	40.97	Hourly
3170	FIRE SAFETY INSPECTOR II	FIRE	6,518	6,844	7,186	7,545	7,922	Monthly
			37.60	39.48	41.46	43.53	45.70	Hourly

FIRE DEPARTMENT CLASSIFICATIONS CALCULATED ON A 40 HOUR WORK WEEK:

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS				
			1	2	3	4	5
3250	FIRE CAPTAIN	FIRE	8,694	9,129	9,585	10,064	10,567
3210	FIRE RECRUIT	FIRE	50.16	52.67	55.30	58.06	60.96
3220	FIREFIGHTER I	FIRE					4,950
3230	FIREFIGHTER II	FIRE					28.56
3240	FIRE - APPARATUS OPERATOR	FIRE				8,790	5,491
						50.71	31.68
							8,382
							48.36
							9,230
							53.25

Fire employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.

EMPLOYEE BARGAINING GROUPS

CON - Confidential	FLM - 1st Level Manager
PUE, Local #1 - General Employees	PD - Police Department
DH - Department Head	FIRE - Fire Department
MM - Middle Manager	PSMM - Police Sworn Mid Manager
FM - Fire Management	PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Public Employees Union, Local 1 Wage Reopener Side Letter

Recommendation: A. Adopt a Resolution approving a wage reopener side letter with the Public Employees Union, Local 1

B. Approve supplemental appropriations as required to the impacted divisions in the five funds: General, Water, Wastewater, SASA, and Vehicle Maintenance

C. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$388,000

Fiscal Impact: An increase in cost of \$672,400 for FY 22/23.

Purpose:

To approve the Public Employees' Union, Local 1 (Local 1) wage reopener side letter for salary increases and equity adjustments.

Council's Strategic Goal:

This side letter addresses the City Council's Strategic Goal of fiscal responsibility as it helps to address sustainability of the City's workforce.

Background:

Local 1's Memorandum of Understanding (MOU) term is July 1, 2022 through June 30, 2023. The MOU includes a wage reopener that agreed to discuss the City's financial position no later than the end of April 2022. Local 1 and the City negotiations team met to discuss the wage reopener and have come to an agreement on a side letter that addresses salary increases, equity adjustments, and establishes a committee to discuss issues for some additional specific classifications.

Analysis:

Local 1 has agreed to a wage reopener side letter:

1. Includes a 5% cost of living increase effective the first full pay period in July 2022;

2. Includes equity adjustments for identified classifications effective July 2, 2022;
3. Establishes a joint labor-management committee to review and continue discussions regarding additional identified classifications and recommend additional equity adjustments. These proposed adjustments will be brought to Council for consideration on a future date and would be effective the first full pay period following adoption and a lump sum adjustment for the period from July 2, 2022 and the effective date of the adjustment.

Fiscal Impact:

An increase in cost of \$672,400 for FY 22/23.

Alternatives:

Do not approve the Public Employees Union, Local 1 side letter and provide staff direction.

Recommendation:

- A) Adopt a Resolution approving a wage reopener side letter with the Public Employees Union, Local 1.
- B) Approve supplemental appropriations as required to the impacted divisions in the five funds: General, Water, Wastewater, SASA, and Vehicle Maintenance.
- C) Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$388,000. This is the General Fund amount only. The other funds will not need transfers in.

Attachments:

1. Cost impact of Local 1 Side Letter Terms
2. Resolution
3. Local 1 Side Letter
4. Proposed Local 1 Salary Schedule

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Local 1 - June 7, 2022 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2022-23			
Salary increase - 5.0% COLA	\$ 672,400		672,400
Select equity adjustments per the MOU to market			
Total Cost	<u>\$ 672,400</u>	<u>\$ -</u>	<u>\$ 672,400</u>
<i>General Fund</i>	<i>\$ 388,000</i>	<i>\$</i>	<i>388,000</i>
<i>Water</i>	<i>\$ 56,600</i>	<i>\$</i>	<i>56,600</i>
<i>Wastewater</i>	<i>\$ 153,000</i>	<i>\$</i>	<i>153,000</i>
<i>SASA</i>	<i>\$ 62,700</i>	<i>\$</i>	<i>62,700</i>
<i>VMF</i>	<i>\$ 12,100</i>	<i>\$</i>	<i>12,100</i>

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE PUBLIC EMPLOYEES' UNION LOCAL 1 SIDE LETTER
JULY 1, 2020 – JUNE 30, 2023 REGARDING WAGE REOPENER**

WHEREAS, the City recognizes the Public Employees' Union, Local 1 (Local 1) commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the Local 1 Memorandum of Understanding has a wage reopener article;

WHEREAS, in response to the wage reopener, City staff and Local 1 have negotiated a Side Letter for a cost of living increase, equity adjustments and to establish a committee for discussing additional identified classifications' equity adjustments;

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

Approve the attached Local 1 Side Letter:

1. Effective the first full pay period in July 2022, all classifications receive a 5% cost of living salary increase.
2. Effective July 2, 2022 the identified classifications receive equity adjustments as outlined in the side letter.
3. Establish a joint labor-management committee to continue reviewing and discussing equity adjustments for classifications as identified in the side letter. Any such additional equity adjustments recommended by the committee will be presented for City Council consideration at a future date in an additional side letter.

In addition, authorize staff to make any necessary clarifying language changes as long as the changes do not modify the Side Letter's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 7th day of June 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 3

Yuba City and Local 1
Side Letter of Agreement to the
2021-2024 MOU

The City of Yuba City ("City") and Public Employees' Local 1 have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU"), including applicable side letters, with a current term of July 1, 2020, through June 30, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

The Parties have agreed to replace Article 4 of the MOU as follows:

Article 4 – Wages

1. Salary Schedule

Employees hired before June 5, 2018, shall be on the five (5) step salary schedule. Employees hired after June 4, 2018, shall be on the nine (9) step salary schedule. The salary schedules are attached as Appendix "B" Salary Schedule.

2. Merit Increases

The following language replaces the Rules §1.11, B, Merit Salary 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 will be final.

3. Salary Increases

Effective the first full pay period in July 2022, all classifications shall receive a cost of living increase of five percent (5.0%) salary increase.

Effective July 2, 2022, the below classifications will receive equity adjustments as follows:

Classification	Equity Adjustment
Accountant I	16.0%
Accountant II	16.0%
Account Clerk Intermediate	7.75%
Accounting Technician	10.0%
Administrative Clerk I	19.5%
Administrative Clerk II	19.5%
Animal Services Officer I	26.25%
Animal Services Officer II	26.25%
Assistant Civil Engineer	7.75%
Building Inspector I	1.25%
Building Inspector II	1.25%
Building Maintenance Worker I	19.25%
Building Maintenance Worker II	19.25%
Code Enforcement Officer	11.0%
Community Development Technician I	18.75%
Community Development Technician II	18.75%
Construction Inspector	25.0%
Customer Services Representative I	14.0%
Customer Services Representative II	14.0%
Engineering Technician I	24.5%
Engineering Technician II	24.5%
Engineering Technician III	24.5%
Information Systems Technician I	12.0%
Information Systems Technician II	12.0%
Plans Examiner	29.5%
Plant Maintenance Mechanic Senior	8.25%

Wastewater Collection Maintenance I 2.25%

Wastewater Collection Maintenance II 2.25%

For the classifications of Electrical Technician, Environmental Compliance Inspector, Instrumentation Technician, Park Maintenance Worker, Public Works Maintenance Worker, Recreation Coordinator, Wastewater Treatment Facility Operator, Water Distribution Operator, and Water Treatment Plant Operator the City and Local 1 will create a committee to review historic benchmarks and evaluate the proper adjustments for these classifications. Any adjustments will take effect the first full pay period following adoption by the City Council. Employees will receive a lump sum equal to the amount the employee would have received as a result of the adjustment in base pay for the period between July 2, 2022, and the effective date of the adjustment.

For the classifications of Custodian, Field Customer Service Representative, Kennel Attendant, Lab Analyst, Lab Assistant and any missing classification in the salary survey there was not enough information to determine market adjustments; therefore, the City and Local 1 will create a committee to review these classifications for the proper adjustments. Any adjustments will take effect the first full pay period following adoption by the City Council. Employees will receive a lump sum equal to the amount the employee would have received as a result of the adjustment in base pay for the period between July 2, 2022, and the effective date of the adjustment.

Date: _____

Date: 5/23/22

City of Yuba City

Local 1

Diana Langley, City Manager



Ron Slaven

Michael W. Jarvis, Liebert Cassidy Whitmore



Dave Calonder

ATTACHMENT 4

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4101	ACCOUNTANT I	PEU, Local 1	5,552 32.03	5,830 33.63	6,122 35.32	6,428 37.08	6,749 38.94	Monthly Hourly
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,860 22.27	4,053 23.38	4,256 24.55	4,469 25.78	4,692 27.07	Monthly Hourly
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,138 23.87	4,345 25.07	4,562 26.32	4,790 27.63	5,029 29.02	Monthly Hourly
4244	ADMINISTRATIVE ANALYST I	PEU, Local 1	4,530 26.13	4,756 27.44	4,994 28.81	5,244 30.25	5,507 31.77	Monthly Hourly
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,487 25.89	4,711 27.18	4,947 28.54	5,194 29.97	5,454 31.47	Monthly Hourly
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,236 18.67	3,398 19.60	3,568 20.58	3,746 21.61	3,934 22.69	Monthly Hourly
4060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,561 20.54	3,739 21.57	3,926 22.65	4,122 23.78	4,328 24.97	Monthly Hourly
4085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,457 19.94	3,630 20.94	3,811 21.99	4,002 23.09	4,202 24.24	Monthly Hourly
4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,941 22.74	4,138 23.87	4,345 25.07	4,562 26.32	4,790 27.63	Monthly Hourly
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,319 24.92	4,535 26.16	4,762 27.47	5,000 28.85	5,250 30.29	Monthly Hourly
4155	ARBORIST, SENIOR	PEU, Local 1	4,013 23.15	4,214 24.31	4,425 25.53	4,646 26.80	4,878 28.14	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4270	BUILDING INSPECTOR I	PEU, Local 1	5,195 29.97	5,455 31.47	5,728 33.05	6,014 34.70	6,315 36.43	Monthly Hourly
4292	BUILDING INSPECTOR II	PEU, Local 1	5,975 34.47	6,274 36.20	6,588 38.01	6,917 39.91	7,262 41.90	Monthly Hourly
4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,212 24.30	4,423 25.52	4,644 26.79	4,876 28.13	5,120 29.54	Monthly Hourly
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,604 26.56	4,834 27.89	5,076 29.28	5,330 30.75	5,597 32.29	Monthly Hourly
4285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,310 30.63	5,576 32.17	5,855 33.78	6,148 35.47	6,456 37.24	Monthly Hourly
4115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,385 25.30	4,604 26.56	4,834 27.89	5,076 29.28	5,329 30.75	Monthly Hourly
4144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,822 27.82	5,063 29.21	5,316 30.67	5,582 32.20	5,861 33.81	Monthly Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,746 33.15	6,033 34.81	6,335 36.55	6,652 38.38	6,984 40.30	Monthly Hourly
4050	CUSTODIAN I	PEU, Local 1	2,802 16.17	2,942 16.97	3,089 17.82	3,243 18.71	3,405 19.64	Monthly Hourly
4082	CUSTODIAN II	PEU, Local 1	3,229 18.63	3,390 19.56	3,559 20.53	3,737 21.56	3,924 22.64	Monthly Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	3,461 19.97	3,634 20.97	3,816 22.02	4,007 23.12	4,207 24.27	Monthly Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,793 21.88	3,983 22.98	4,182 24.13	4,391 25.33	4,610 26.60	Monthly Hourly
4161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	3,833 22.11	4,025 23.22	4,226 24.38	4,437 25.60	4,659 26.88	Monthly Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,004 28.87	5,254 30.31	5,517 31.83	5,793 33.42	6,083 35.09	Monthly Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	5,755 33.20	6,043 34.86	6,345 36.61	6,662 38.43	6,995 40.36	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,619 38.19	6,950 40.10	7,297 42.10	7,662 44.20	8,045 46.41	Monthly Hourly
4300	ENGINEER - ASSISTANT	PEU, Local 1	6,333 36.54	6,650 38.37	6,982 40.28	7,331 42.29	7,697 44.41	Monthly Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,925 28.41	5,171 29.83	5,430 31.33	5,702 32.90	5,987 34.54	Monthly Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,324 30.72	5,590 32.25	5,870 33.87	6,164 35.56	6,472 37.34	Monthly Hourly
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,132 35.38	6,439 37.15	6,761 39.01	7,099 40.96	7,454 43.00	Monthly Hourly
4160	ENGINEERING TECHNICIAN GIS	PEU, Local 1	4,317 24.91	4,533 26.15	4,760 27.46	4,998 28.83	5,248 30.28	Monthly Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,698 32.87	5,983 34.52	6,282 36.24	6,596 38.05	6,926 39.96	Monthly Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,110 17.94	3,265 18.84	3,428 19.78	3,599 20.76	3,779 21.80	Monthly Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,406 19.65	3,576 20.63	3,755 21.66	3,943 22.75	4,141 23.89	Monthly Hourly
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,381 31.04	5,650 32.60	5,932 34.22	6,229 35.94	6,540 37.73	Monthly Hourly
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,920 34.15	6,216 35.86	6,527 37.66	6,853 39.54	7,195 41.51	Monthly Hourly
4281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,005 28.88	5,255 30.32	5,518 31.83	5,794 33.43	6,084 35.10	Monthly Hourly
4282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	5,755 33.20	6,043 34.86	6,345 36.61	6,662 38.43	6,995 40.36	Monthly Hourly
4283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,619 38.19	6,950 40.10	7,297 42.10	7,662 44.20	8,044 46.41	Monthly Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	2,730 15.75	2,867 16.54	3,010 17.37	3,161 18.24	3,319 19.15	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4111	KENNEL ATTENDANT II	PEU, Local 1	3,034 17.50	3,186 18.38	3,345 19.30	3,512 20.26	3,687 21.27	Monthly Hourly
4112	KENNEL CARE TECHNICIAN - LEAD	PEU, Local 1	3,229 18.63	3,390 19.56	3,559 20.53	3,737 21.56	3,924 22.64	Monthly Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	4,523 26.09	4,749 27.40	4,986 28.77	5,235 30.20	5,497 31.71	Monthly Hourly
4581	LABORATORY ANALYST II	PEU, Local 1	4,975 28.70	5,224 30.14	5,485 31.64	5,759 33.23	6,047 34.88	Monthly Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	3,769 21.74	3,957 22.83	4,155 23.97	4,363 25.17	4,581 26.43	Monthly Hourly
4220	MECHANIC	PEU, Local 1	4,486 25.88	4,710 27.17	4,946 28.53	5,193 29.96	5,452 31.46	Monthly Hourly
4225	MECHANIC-LEAD	PEU, Local 1	5,161 29.78	5,419 31.26	5,690 32.83	5,974 34.47	6,273 36.19	Monthly Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.27	3,870 22.33	Monthly Hourly
4065	PARK MAINTENANCE WORKER I (a)	PEU, Local 1	3,184 18.37	- -	- -	- -	- -	Monthly Hourly
4122	PARK MAINTENANCE WORKER II	PEU, Local 1	3,491 20.14	3,666 21.15	3,849 22.21	4,041 23.31	4,243 24.48	Monthly Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,013 23.15	4,214 24.31	4,425 25.53	4,646 26.80	4,878 28.14	Monthly Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	4,893 28.23	5,138 29.64	5,395 31.13	5,665 32.68	5,948 34.31	Monthly Hourly
4255	PLANS EXAMINER	PEU, Local 1	6,303 36.36	6,618 38.18	6,949 40.09	7,296 42.09	7,661 44.20	Monthly Hourly
4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	4,955 28.59	5,203 30.02	5,463 31.52	5,736 33.09	6,023 34.75	Monthly Hourly
4221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,145 35.45	6,452 37.22	6,775 39.09	7,114 41.04	7,470 43.10	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.27	3,870 22.33	Monthly Hourly
4120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,491 20.14	3,666 21.15	3,849 22.21	4,041 23.31	4,243 24.48	Monthly Hourly
4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,027 23.23	4,228 24.39	4,439 25.61	4,661 26.89	4,894 28.23	Monthly Hourly
4185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,623 26.67	4,854 28.00	5,097 29.41	5,352 30.88	5,620 32.42	Monthly Hourly
4080	RECREATION COORDINATOR	PEU, Local 1	2,964 17.10	3,112 17.95	3,268 18.85	3,431 19.79	3,603 20.78	Monthly Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	3,258 18.80	3,421 19.74	3,592 20.72	3,772 21.76	3,960 22.85	Monthly Hourly
4135	SWEEPER OPERATOR	PEU, Local 1	4,018 23.18	4,219 24.34	4,430 25.56	4,651 26.83	4,884 28.18	Monthly Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,184 18.37	3,343 19.29	3,510 20.25	3,686 21.27	3,870 22.33	Monthly Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,491 20.14	3,666 21.15	3,849 22.21	4,041 23.31	4,243 24.48	Monthly Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	3,252 18.76	3,415 19.70	3,586 20.69	3,765 21.72	3,953 22.80	Monthly Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,061 29.20	5,314 30.66	5,580 32.19	5,859 33.80	6,152 35.49	Monthly Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,698 32.87	5,983 34.52	6,282 36.24	6,596 38.05	6,926 39.96	Monthly Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/ I	PEU, Local 1	4,970 28.67	5,218 30.10	5,479 31.61	5,753 33.19	6,040 34.85	Monthly Hourly
4235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,714 32.97	6,000 34.62	6,300 36.35	6,615 38.16	6,945 40.07	Monthly Hourly
4293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,571 37.91	6,900 39.81	7,245 41.80	7,607 43.89	7,988 46.08	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	4,857 28.02	5,100 29.42	5,355 30.89	5,623 32.44	5,904 34.06	Monthly Hourly
4286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,586 32.23	5,865 33.84	6,158 35.53	6,466 37.30	6,789 39.17	Monthly Hourly
4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,425 37.07	6,746 38.92	7,083 40.86	7,437 42.91	7,808 45.05	Monthly Hourly
4131	WATER TREATMENT FACILITY OPER.TRAINEE	PEU, Local 1	4,321 24.93	4,537 26.18	4,764 27.48	5,002 28.86	5,252 30.30	Monthly Hourly
4180	WATER TREATMENT FACILITY OPERATOR II	PEU, Local 1	4,970 28.67	5,218 30.10	5,479 31.61	5,753 33.19	6,040 34.85	Monthly Hourly
4230	WATER TREATMENT FACILITY OPERATOR III	PEU, Local 1	5,714 32.97	6,000 34.62	6,300 36.35	6,615 38.16	6,945 40.07	Monthly Hourly
4291	WATER TREATMENT FACILITY OPERATOR IV	PEU, Local 1	6,571 37.91	6,900 39.81	7,245 41.80	7,607 43.89	7,988 46.08	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those operators who are assigned to work from 7:00pm to 7:00am. Operators who utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Certification Pay:

Employees whose job functions include pesticide application are eligible for certificate pay of \$50.00 per month for possession of a Pesticide Application certification. Employees whose job functions include pool operations are eligible for certificate pay of \$50.00 per month for possession of Pool Operations certification.

Maintenance workers in the Water Distribution Division that do not meet minimum qualifications for the Water Distribution Operator classification, shall remain in the maintenance worker classification and continue to receive certification pay as follows:

D-1: \$50 per month

D-2: 2.5% of salary per month

D-3: 2.5% of salary per month (cumulative = 5%)

D-4: 2.5% of salary per month (cumulative = 7.5%)

Total amount of certification pay cannot exceed 10% of the employees' salary (including bilingual pay)

Non-Water Employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Local 1 employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	5,552 32.03	5,691 32.83	5,830 33.63	5,976 34.48	6,122 35.32	6,275 36.20	6,428 37.08	6,588 38.01	6,749 38.94	Monthly Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,860 22.27	3,957 22.83	4,053 23.38	4,155 23.97	4,256 24.55	4,363 25.17	4,469 25.78	4,581 26.43	4,692 27.07	Monthly Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,138 23.87	4,242 24.47	4,345 25.07	4,454 25.70	4,562 26.32	4,676 26.98	4,790 27.63	4,910 28.33	5,029 29.02	Monthly Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	4,530 26.13	4,643 26.79	4,756 27.44	4,875 28.13	4,994 28.81	5,119 29.53	5,244 30.25	5,375 31.01	5,507 31.77	Monthly Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,487 25.89	4,599 26.53	4,711 27.18	4,829 27.86	4,947 28.54	5,071 29.26	5,194 29.97	5,324 30.72	5,454 31.47	Monthly Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,236 18.67	3,317 19.14	3,398 19.60	3,483 20.09	3,568 20.58	3,657 21.10	3,746 21.61	3,840 22.15	3,934 22.69	Monthly Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,561 20.54	3,650 21.06	3,739 21.57	3,833 22.11	3,926 22.65	4,024 23.22	4,122 23.78	4,225 24.38	4,328 24.97	Monthly Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,457 19.94	3,544 20.45	3,630 20.94	3,721 21.47	3,811 21.99	3,907 22.54	4,002 23.09	4,102 23.67	4,202 24.24	Monthly Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,941 22.74	4,040 23.31	4,138 23.87	4,242 24.47	4,345 25.07	4,454 25.70	4,562 26.32	4,676 26.98	4,790 27.63	Monthly Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,319 24.92	4,427 25.54	4,535 26.16	4,649 26.82	4,762 27.47	4,881 28.16	5,000 28.85	5,125 29.57	5,250 30.29	Monthly Hourly
5155	ARBORIST, SENIOR	PEU, Local 1	4,013 23.15	4,114 23.73	4,214 24.31	4,320 24.92	4,425 25.53	4,536 26.17	4,646 26.80	4,762 27.47	4,878 28.14	Monthly Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	5,195 29.97	5,325 30.72	5,455 31.47	5,592 32.26	5,728 33.05	5,871 33.87	6,014 34.70	6,165 35.57	6,315 36.43	Monthly Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	5,975 34.47	6,125 35.34	6,274 36.20	6,431 37.10	6,588 38.01	6,753 38.96	6,917 39.91	7,090 40.90	7,262 41.90	Monthly Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,212 24.30	4,318 24.91	4,423 25.52	4,534 26.16	4,644 26.79	4,760 27.46	4,876 28.13	4,998 28.83	5,120 29.54	Monthly Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,604 26.56	4,719 27.23	4,834 27.89	4,955 28.59	5,076 29.28	5,203 30.02	5,330 30.75	5,463 31.52	5,597 32.29	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,310 30.63	5,443 31.40	5,576 32.17	5,716 32.98	5,855 33.78	6,002 34.63	6,148 35.47	6,302 36.36	6,456 37.24	Monthly Hourly
5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,385 25.30	4,495 25.93	4,604 26.56	4,719 27.23	4,834 27.89	4,955 28.59	5,076 29.28	5,203 30.02	5,329 30.75	Monthly Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,822 27.82	4,943 28.52	5,063 29.21	5,190 29.94	5,316 30.67	5,449 31.44	5,582 32.20	5,721 33.01	5,861 33.81	Monthly Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,746 33.15	5,890 33.98	6,033 34.81	6,184 35.68	6,335 36.55	6,494 37.47	6,652 38.38	6,818 39.33	6,984 40.30	Monthly Hourly
5050	CUSTODIAN I	PEU, Local 1	2,802 16.17	2,872 16.57	2,942 16.97	3,016 17.40	3,089 17.82	3,166 18.27	3,243 18.71	3,324 19.18	3,405 19.64	Monthly Hourly
5082	CUSTODIAN II	PEU, Local 1	3,229 18.63	3,310 19.10	3,390 19.56	3,475 20.05	3,559 20.53	3,648 21.05	3,737 21.56	3,831 22.10	3,924 22.64	Monthly Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	3,461 19.97	3,548 20.47	3,634 20.97	3,725 21.49	3,816 22.02	3,912 22.57	4,007 23.12	4,107 23.69	4,207 24.27	Monthly Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,793 21.88	3,888 22.43	3,983 22.98	4,083 23.56	4,182 24.13	4,287 24.73	4,391 25.33	4,501 25.97	4,610 26.60	Monthly Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	3,833 22.11	3,929 22.67	4,025 23.22	4,126 23.80	4,226 24.38	4,332 24.99	4,437 25.60	4,548 26.24	4,659 26.88	Monthly Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,004 28.87	5,129 29.59	5,254 30.31	5,386 31.07	5,517 31.83	5,655 32.63	5,793 33.42	5,938 34.26	6,083 35.09	Monthly Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	5,755 33.20	5,899 34.03	6,043 34.86	6,194 35.73	6,345 36.61	6,504 37.52	6,662 38.43	6,829 39.40	6,995 40.36	Monthly Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,619 38.19	6,785 39.14	6,950 40.10	7,124 41.10	7,297 42.10	7,480 43.15	7,662 44.20	7,853 45.31	8,045 46.41	Monthly Hourly
5300	ENGINEER - ASSISTANT	PEU, Local 1	6,333 36.54	6,492 37.45	6,650 38.37	6,816 39.32	6,982 40.28	7,157 41.29	7,331 42.29	7,514 43.35	7,697 44.41	Monthly Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,925 28.41	5,048 29.12	5,171 29.83	5,301 30.58	5,430 31.33	5,566 32.11	5,702 32.90	5,845 33.72	5,987 34.54	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,324 30.72	5,457 31.48	5,590 32.25	5,730 33.06	5,870 33.87	6,017 34.71	6,164 35.56	6,318 36.45	6,472 37.34	Monthly Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,132 35.38	6,286 36.27	6,439 37.15	6,600 38.08	6,761 39.01	6,930 39.98	7,099 40.96	7,276 41.98	7,454 43.00	Monthly Hourly
5160	ENGINEERING TECHNICIAN GIS	PEU, Local 1	4,317 24.91	4,425 25.53	4,533 26.15	4,647 26.81	4,760 27.46	4,879 28.15	4,998 28.83	5,123 29.56	5,248 30.28	Monthly Hourly
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,698 32.87	5,841 33.70	5,983 34.52	6,133 35.38	6,282 36.24	6,439 37.15	6,596 38.05	6,761 39.01	6,926 39.96	Monthly Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,110 17.94	3,188 18.39	3,265 18.84	3,347 19.31	3,428 19.78	3,514 20.27	3,599 20.76	3,689 21.28	3,779 21.80	Monthly Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,406 19.65	3,491 20.14	3,576 20.63	3,666 21.15	3,755 21.66	3,849 22.21	3,943 22.75	4,042 23.32	4,141 23.89	Monthly Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,381 31.04	5,516 31.82	5,650 32.60	5,791 33.41	5,932 34.22	6,081 35.08	6,229 35.94	6,385 36.84	6,540 37.73	Monthly Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,920 34.15	6,068 35.01	6,216 35.86	6,372 36.76	6,527 37.66	6,690 38.60	6,853 39.54	7,024 40.52	7,195 41.51	Monthly Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,005 28.88	5,130 29.60	5,255 30.32	5,387 31.08	5,518 31.83	5,656 32.63	5,794 33.43	5,939 34.26	6,084 35.10	Monthly Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	5,755 33.20	5,899 34.03	6,043 34.86	6,194 35.73	6,345 36.61	6,504 37.52	6,662 38.43	6,829 39.40	6,995 40.36	Monthly Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,619 38.19	6,785 39.14	6,950 40.10	7,124 41.10	7,297 42.10	7,480 43.15	7,662 44.20	7,853 45.31	8,044 46.41	Monthly Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	2,730 15.75	2,799 16.15	2,867 16.54	2,939 16.96	3,010 17.37	3,086 17.80	3,161 18.24	3,240 18.69	3,319 19.15	Monthly Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	3,034 17.50	3,110 17.94	3,186 18.38	3,266 18.84	3,345 19.30	3,429 19.78	3,512 20.26	3,600 20.77	3,687 21.27	Monthly Hourly
5112	KENNEL CARE TECHNICIAN - LEAD	PEU, Local 1	3,229 18.63	3,310 19.10	3,390 19.56	3,475 20.05	3,559 20.53	3,648 21.05	3,737 21.56	3,831 22.10	3,924 22.64	Monthly Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	4,523 26.09	4,636 26.75	4,749 27.40	4,868 28.08	4,986 28.77	5,111 29.49	5,235 30.20	5,366 30.96	5,497 31.71	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5581	LABORATORY ANALYST II	PEU, Local 1	4,975 28.70	5,100 29.42	5,224 30.14	5,355 30.89	5,485 31.64	5,622 32.43	5,759 33.23	5,903 34.06	6,047 34.88	Monthly Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	3,769 21.74	3,863 22.29	3,957 22.83	4,056 23.40	4,155 23.97	4,259 24.57	4,363 25.17	4,472 25.80	4,581 26.43	Monthly Hourly
5220	MECHANIC	PEU, Local 1	4,486 25.88	4,598 26.53	4,710 27.17	4,828 27.85	4,946 28.53	5,070 29.25	5,193 29.96	5,323 30.71	5,452 31.46	Monthly Hourly
5225	MECHANIC-LEAD	PEU, Local 1	5,161 29.78	5,290 30.52	5,419 31.26	5,555 32.05	5,690 32.83	5,832 33.65	5,974 34.47	6,123 35.33	6,273 36.19	Monthly Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,184 18.37	3,264 18.83	3,343 19.29	3,427 19.77	3,510 20.25	3,598 20.76	3,686 21.27	3,778 21.80	3,870 22.33	Monthly Hourly
5065	PARK MAINTENANCE WORKER I (a)	PEU, Local 1	3,184 18.37	- -	- -	- -	- -	- -	- -	- -	- -	Monthly Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	3,491 20.14	3,579 20.65	3,666 21.15	3,758 21.68	3,849 22.21	3,945 22.76	4,041 23.31	4,142 23.90	4,243 24.48	Monthly Hourly
5200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,013 23.15	4,114 23.73	4,214 24.31	4,320 24.92	4,425 25.53	4,536 26.17	4,646 26.80	4,762 27.47	4,878 28.14	Monthly Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	4,893 28.23	5,016 28.94	5,138 29.64	5,267 30.39	5,395 31.13	5,530 31.90	5,665 32.68	5,806 33.50	5,948 34.31	Monthly Hourly
5255	PLANS EXAMINER	PEU, Local 1	6,303 36.36	6,461 37.28	6,618 38.18	6,784 39.14	6,949 40.09	7,123 41.09	7,296 42.09	7,478 43.14	7,661 44.20	Monthly Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	4,955 28.59	5,079 29.30	5,203 30.02	5,333 30.77	5,463 31.52	5,600 32.31	5,736 33.09	5,879 33.92	6,023 34.75	Monthly Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,145 35.45	6,299 36.34	6,452 37.22	6,614 38.16	6,775 39.09	6,945 40.07	7,114 41.04	7,292 42.07	7,470 43.10	Monthly Hourly
5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,184 18.37	3,264 18.83	3,343 19.29	3,427 19.77	3,510 20.25	3,598 20.76	3,686 21.27	3,778 21.80	3,870 22.33	Monthly Hourly
5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	3,491 20.14	3,579 20.65	3,666 21.15	3,758 21.68	3,849 22.21	3,945 22.76	4,041 23.31	4,142 23.90	4,243 24.48	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,027 23.23	4,128 23.82	4,228 24.39	4,334 25.00	4,439 25.61	4,550 26.25	4,661 26.89	4,777 27.56	4,894 28.23	Monthly Hourly
5185	PW MAINTENANCE WORKER - SENIOR	PEU, Local 1	4,623 26.67	4,739 27.34	4,854 28.00	4,976 28.71	5,097 29.41	5,225 30.14	5,352 30.88	5,486 31.65	5,620 32.42	Monthly Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	2,964 17.10	3,038 17.53	3,112 17.95	3,190 18.40	3,268 18.85	3,350 19.33	3,431 19.79	3,517 20.29	3,603 20.78	Monthly Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	3,258 18.80	3,340 19.27	3,421 19.74	3,507 20.23	3,592 20.72	3,682 21.24	3,772 21.76	3,866 22.30	3,960 22.85	Monthly Hourly
5135	SWEEPER OPERATOR	PEU, Local 1	4,018 23.18	4,119 23.76	4,219 24.34	4,325 24.95	4,430 25.56	4,541 26.20	4,651 26.83	4,767 27.50	4,884 28.18	Monthly Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,184 18.37	3,264 18.83	3,343 19.29	3,427 19.77	3,510 20.25	3,598 20.76	3,686 21.27	3,778 21.80	3,870 22.33	Monthly Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	3,491 20.14	3,579 20.65	3,666 21.15	3,758 21.68	3,849 22.21	3,945 22.76	4,041 23.31	4,142 23.90	4,243 24.48	Monthly Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	3,252 18.76	3,334 19.23	3,415 19.70	3,501 20.20	3,586 20.69	3,676 21.21	3,765 21.72	3,859 22.26	3,953 22.80	Monthly Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,061 29.20	5,188 29.93	5,314 30.66	5,447 31.43	5,580 32.19	5,720 33.00	5,859 33.80	6,005 34.64	6,152 35.49	Monthly Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,698 32.87	5,841 33.70	5,983 34.52	6,133 35.38	6,282 36.24	6,439 37.15	6,596 38.05	6,761 39.01	6,926 39.96	Monthly Hourly
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	4,970 28.67	5,094 29.39	5,218 30.10	5,349 30.86	5,479 31.61	5,616 32.40	5,753 33.19	5,897 34.02	6,040 34.85	Monthly Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	5,714 32.97	5,857 33.79	6,000 34.62	6,150 35.48	6,300 36.35	6,458 37.26	6,615 38.16	6,780 39.12	6,945 40.07	Monthly Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	6,571 37.91	6,736 38.86	6,900 39.81	7,073 40.81	7,245 41.80	7,426 42.84	7,607 43.89	7,797 44.98	7,988 46.08	Monthly Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	4,857 28.02	4,979 28.73	5,100 29.42	5,228 30.16	5,355 30.89	5,489 31.67	5,623 32.44	5,763 33.25	5,904 34.06	Monthly Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,586 32.23	5,726 33.03	5,865 33.84	6,012 34.68	6,158 35.53	6,312 36.42	6,466 37.30	6,628 38.24	6,789 39.17	Monthly Hourly

Public Employees Union, Local 1 (9-Step) - Page 5

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Public Employees Union, Local #1			EFFECTIVE 06/09/18 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,425 37.07	6,586 38.00	6,746 38.92	6,915 39.89	7,083 40.86	7,260 41.88	7,437 42.91	7,623 43.98	7,808 45.05	Monthly Hourly
5131	WATER TREATMENT PLANT OPER.TRAINEE	PEU, Local 1	4,321 24.93	4,429 25.55	4,537 26.18	4,651 26.83	4,764 27.48	4,883 28.17	5,002 28.86	5,127 29.58	5,252 30.30	Monthly Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	4,970 28.67	5,094 29.39	5,218 30.10	5,349 30.86	5,479 31.61	5,616 32.40	5,753 33.19	5,897 34.02	6,040 34.85	Monthly Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	5,714 32.97	5,857 33.79	6,000 34.62	6,150 35.48	6,300 36.35	6,458 37.26	6,615 38.16	6,780 39.12	6,945 40.07	Monthly Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	6,571 37.91	6,736 38.86	6,900 39.81	7,073 40.81	7,245 41.80	7,426 42.84	7,607 43.89	7,797 44.98	7,988 46.08	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

A shift differential of 5% of base pay shall be paid to those operators who are assigned to work from 7:00pm to 7:00am. Operators who utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

Certification Pay:

Employees whose job functions include pesticide application are eligible for certificate pay of \$50.00 per month for possession of a Pesticide Application certification.

Maintenance workers in the Water Distribution Division that do not meet minimum qualifications for the Water Distribution Operator classification, shall remain in the maintenance worker classification and continue to receive certification pay as follows:

D-1: \$50 per month

D-2: 2.5% of salary per month

D-3: 2.5% of salary per month (cumulative = 5%)

D-4: 2.5% of salary per month (cumulative = 7.5%)

Total amount of certification pay cannot exceed 10% of the employees' salary (including bilingual pay)

Non-Water Employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Local 1 employees who are certified as bilingual will receive a bilingual pay incentive of \$100.00 per month:

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Adoption of the City of Yuba City's Fiscal Year 2022-2023 Operating and Capital Budgets and Fiscal Year 2022-2023 Appropriations Limit

Recommendation: A. Adopt a Resolution approving the proposed Fiscal Year 2022-2023 Operating Budget

B. Adopt a Resolution approving the Fiscal Year 2022-2023 Capital Improvement Project Budget. Project Summaries by Funding Source are attached to the Resolution

C. Adopt a Resolution approving the City's Appropriations Limit for Fiscal Year 2022-2023

Fiscal Impact: Adoption of these documents sets forth the City's financial plan for the next twelve months

Purpose:

To formally adopt policy documents authorizing implementation of fiscal priorities during Fiscal Year 2022-2023.

Council's Strategic Goal:

Fiscal Responsibility

Background:

The City Council held a budget workshop on May 24th to review the proposed operating budget and Capital Improvement Project (CIP) budget. At that time, the Finance Director provided an overview of the upcoming year and presented assumptions, charts, and changes from prior years that were included in the proposed budget. The City Council asked questions and made comments with regard to the proposed operating budget. In addition, City Council was provided an overview of the proposed projects provided for in the City's CIP budget. City Council discussed and recommended no additional changes to the proposed budgets.

Analysis:

As discussed at the budget workshop, Finance is recommending various year-end transfers to occur as of June 30, 2022, prior to the start of the new fiscal year. They include the following:

Water and Wastewater Working Capital:

In accordance with the provisions of the City's Budget Policy, direction is to ensure that as of June 30, 2022, the Water Fund and the Wastewater Fund have a 90-day working capital balance. Working capital beyond the 90-day requirement will be transferred to the respective CIP fund for future rehabilitation and replacement projects for the utility (Section 5 of the budget adoption resolution).

Transfer Surplus to the General Unallocated CIP:

The City's Fiscal Policy ensures that as of June 30th of each year, the General Fund has a reserve balance of no less than 15% of the subsequent fiscal year's appropriations, and anything in excess of that is split equally as a set aside for onetime capital infrastructure needs in the City's general unallocated CIP reserve funds and the City's pension stabilization trust fund, as noted in Section 3 of the budget adoption Resolution.

The Fiscal Policy ensures the reserve policy is met and that if the General Fund does not have sufficient reserve funds to meet the policy threshold, funds are transferred back to the General Fund from the general unallocated CIP reserve funds.

This action provides prudent financial management practices as it sets aside onetime budget savings at the end of a fiscal year for future onetime capital expenditures. It is currently projected that surplus funds from FY 2021-2022 will be approximately \$4.1 million. City Council will designate up to \$3.5 million of these reserves for future salaries and benefits increases. CIP funds remain discretionary should City Council determine alternate uses, at any time.

Additional Discretionary Payment (ADP) to CalPERS:

The proposed FY 2022-23 operating budget includes a General Fund payment of \$500,000 from the City's Pension Stabilization Trust Fund towards making an additional discretionary payment (ADP) towards the Miscellaneous CalPERS Plan. In addition to the General Fund contribution from the Pension Stabilization Trust, the City's other funds which have Miscellaneous CalPERS covered employees would participate in making an ADP as well. Their share would total \$325,000 for water, wastewater, fleet, and SASA departmental expenditures (for a total ADP of \$825,000).

By paying extra funds to CalPERS, the City will reduce the unfunded actuarial accrued liability (UAL) and save in future years' interest costs. Finance also saves retirement costs by pre-paying the unfunded actuarial liability in July each year. CalPERS allows a discount by pre-paying the annual payment instead of making monthly payments equal to one-twelfth of the total amount owed for the year. City staff is also requesting authorization to make a second, separate ADP payment to CalPERS equal to the interest discount amount. This ensures the City will pay the total amount budgeted to CalPERS for the UAL instead of the discounted amount. This is yet another way to reduce our unfunded liabilities and save interest expense long-term. Section 4 of the budget adoption Resolution includes authorization for this ADP.

Additional Considerations:

Other considerations to add to this budget are to direct the Finance Director to amend the FY 2021-22 sales tax revenue budget in the General Fund to provide an amended budget that is more in line with staff's projection: \$17,873,000 in account 100-41310. The original budget was set in May, 2021, with the popular sentiment of pessimism considering the ongoing supply chain issues. Such an adjustment

may appear more favorably to rating agencies in the near future.

City Council authorizes the finance director to transfer the Fire Department's administrative reimbursement from the department's work on state and federal strike team assignments during the fiscal year into the Fire Equipment Capitalization project account for the funding of future replacement of equipment with known and regulated end-of-life dates. Purchases with these funds will come before council each time.

Fiscal Impact:

Adoption of an operating budget and a CIP budget that prioritizes the needs of the community.

Alternatives:

Make other changes to the budget as proposed.

Recommendation:

- A. Adopt a Resolution approving the proposed Fiscal Year 2022-2023 Operating Budget.
- B. Adopt a Resolution approving the Fiscal Year 2022-2023 Capital Improvement Project Budget. Project Summaries by funding source are attached to the Resolution.
- C. Adopt a Resolution approving the City's Appropriations Limit for Fiscal Year 2022-2023.

Attachments:

- 1. Operating Budget Resolution
- 2. Capital Improvement Project Budget Resolution
- 3. Attachment to the CIP Resolution
- 4. Appropriations Limit Resolution

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUBA CITY ADOPTING THE CITY'S OPERATING BUDGET
FOR FISCAL YEAR 2022-2023**

WHEREAS, a proposed operating budget for the City of Yuba City for the fiscal year commencing July 1, 2022 and ending June 30, 2023 was submitted to the City Council by the City Manager on May 24, 2022 in accordance with Section 2-2.02 of the Municipal Code; and,

WHEREAS, a special City Council workshop on the proposed FY 2022-2023 Operating Budget ("proposed annual budget") was held on May 24, 2022; and,

WHEREAS, the City Council desires to make certain year-end transfers in the current fiscal year to establish reserves and anticipate certain expenditures that are incorporated in the proposed annual budget.

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

Section 1. The proposed annual budget is adopted as the annual budget for the City of Yuba City for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

Section 2. The Finance Director is directed to ensure that as of June 30, 2022, the Water and Wastewater operating funds have a 90-day reserve fund balance in accordance with the provisions of the City's Budget Policy.

Section 3. The Finance Director is directed to ensure that as of June 30, 2022, the general fund has a reserve fund balance of no less than 15% of FY 2022-2023 General Fund expenditures in accordance with the provisions of the City's Fiscal Policy. The Finance Director is further directed to transfer any reserve fund balance in excess of 15% as follows:

<u>No.</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1	301-Z69980	Designate Fund Balance	Up to \$3,500,000
2	301-Z69980	General Unallocated CIP	½ of Remaining \$ > 15%
3	702-Z69980	Pension Stabilization Trust	½ of Remaining \$ > 15%

If the general fund reserve fund balance is less than 15% as of June 30, 2022, the Finance Director is directed to transfer any deficiency back from the Unallocated General Fund Capital Improvement Fund reserve to the General Fund to ensure it meets the 15% reserve requirement.

Section 4. The Finance Director will withdraw \$500,000 from the City's Pension Stabilization Trust Fund to make an additional discretionary payment to CalPERS from the general fund recognizing the economic benefit of doing so. Including Water, Wastewater, Fleet, and SASA, the total additional discretionary payment to be made is \$825,000. Additionally, the Finance Director is directed to pay the unfunded actuarial liability in a lump sum payment in July for the entire fiscal year to take advantage of CalPERS interest rate discount. After the lump sum payment is made, the Finance Director is directed to make another additional discretionary payment equal to the interest rate discount authorized by CalPERS so that the total paid equals the amount budgeted for the City's unfunded actuarial liability payment.

Section 5. The Finance Director is directed to amend the FY 2021-22 sales tax revenue budget in the General Fund to provide an amended budget that is more in line with staff's projection: \$17,873,000 in account 100-41310.

Section 6. The Finance Director is directed to transfer the Fire administrative reimbursement from the department's work on state and federal strike team assignments during the current fiscal year into fund 301, project 901306-65501, Fire Equipment Capitalization, from the General Fund. Accumulated funds will be brought before City Council prior to their transfer to the appropriate Fire capital acquisition operating account for appropriation and use.

Section 7. The Finance Director is authorized to make other such revisions, individual appropriation line-item changes, changes in summaries, fund totals, grand totals, and other portions of the budget document as necessary to reflect and implement the programs specified in this resolution, and in full accordance to the direction provided by the City Council up until the adoption of the resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 7th day of June, 2022 by the following vote:

Ayes:

Noes:

Absent:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
YUBA CITY ADOPTING THE CITY'S CAPITAL
IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR
2022-2023**

WHEREAS, a proposed Capital Improvement Program (CIP) budget for the City of Yuba City for the fiscal year commencing July 1, 2022 and ending June 30, 2023 was submitted to the City Council by the Finance Director on May 20, 2022 in accordance with Section 2-2.02 of the Municipal Code; and

WHEREAS, a special City Council workshop on the proposed FY 2022-2027 CIP budget, a five-year plan, was held on May 24, 2022; and

WHEREAS, City Council reviewed and discussed projects proposed in the CIP budget during the budget workshop; and

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

Section 1. The proposed annual CIP budget is adopted for the City of Yuba City for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

Section 2. The draft CIP budget was provided to the Planning Commission for review and comment on May 13, 2022. The Planning Commission approved the findings of consistency with the General Plan at their regularly scheduled May 25, 2022 meeting.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 7th day of June, 2022 by the following vote:

Ayes:

Noes:

Absent:

Marc Boomgaarden, Mayor

Attest:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

ATTACHMENT 3

City of Yuba City
List of Capital Improvement Program Projects
General Fund with Current Funding
FY 2022 - 2023

Fund 301 - General	Dept. Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
901023 City Hall Improvements	PW	62,000	161,000	223,000
901028 Improvements to Buildings and Grounds	PW *	29,000	240,000	269,000
901072 Property Abatement	DS *	60,000	100,000	160,000
901080 General Plan Implementation and Future Update	DS *	375,000		375,000
901127 Capital Repl. Prog - Gauche Aquatic Park	CS	251,000	35,000	286,000
901188 Stormwater Management Program	PW *	23,000	30,000	53,000
901207 Harter Parkway Park and Bike Connection	CS *	100,000		100,000
901209 Union Pacific Railroad Property Acquisition	PW	15,000		15,000
901221 Feather River Mill Site Development	PW	25,000		25,000
901222 Annual Playground Replacement	CS		130,000	130,000
901236 Fire Station No.2 Remodel	FD	889,000	207,000	1,096,000
901237 Fire Station Repair and Renovation	FD	168,000	210,000	378,000
901254 State Route 20 Corridor Improvements	PW *	53,000		53,000
901259 Well Installations	CS	100,000	100,000	200,000
901265 Sam Brannan Restroom Replacement	CS	320,000		320,000
901280 Fire Station No.4 Training Grounds	FD	16,000	190,000	206,000
901283 Citywide Accela/Technology Funding	DS *	50,000	50,000	100,000
901284 Zero-Depth Entry Water Feature Project	CS *		128,000	128,000
901285 Blackburn Talley Scoreboard Replacement	CS	19,000		19,000
901286 Feather River Parkway Parking Lot Improvements	CS	75,000		75,000
901287 Senior Center Building Repairs	CS *	160,000	100,000	260,000
901288 Firefighter Cancer Prevention Initiative - Proper Storage of PPE	FD *		32,000	32,000
901298 Town Center Fountain	CS		100,000	100,000
901299 Dog Park at Moore Park	CS		190,000	190,000
901300 Sam Brannan Improvements	CS		110,000	110,000
901307 Colins Corner (Maple Park)	CS		56,000	56,000
Total		\$2,790,000	\$2,169,000	\$4,959,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Transportation Development Act Programs with Current Funding
FY 2022 - 2023

Fund 305 - Transportation Development Act	Dept. Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
911024 Striping and Marking	PW	310,000		310,000
911025 Drainage Improvements	PW *	95,000		95,000
911027 Traffic Signals	PW	197,000	50,000	247,000
911069 Tuly Parkway - Queens Ave Extension	PW *	499,000		499,000
911187 Bridge Street Widening	PW *	1,733,000		1,733,000
911188 Stormwater Management Program	PW *	22,000	30,000	52,000
911207 Harter Parkway Park and Bike Connection	CS *	179,000		179,000
911220 ADA Public Facilities Sidewalk Improvements	PW *	232,000		232,000
911241 Center Bore Street Light Pole Replacement Project	PW	100,000		100,000
911253 2018 Safe Routes to School Plan	PW *	153,000		153,000
911254 State Route 20 Corridor Improvements	PW *	32,000		32,000
911266 Sutter Bike Path Gap Closure	PW *	111,000		111,000
911276 Bridge Street Reconstruction Development Phase	PW *	21,000		21,000
911282 UPRR Feasibility Study	PW *	55,000		55,000
911301 Butte House Road Community Design Improvements	PW		590,000	590,000
Total		\$3,739,000	\$670,000	\$4,409,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Streets and Roads Fund with Current Funding
FY 2022 - 2023

Fund 303 - Streets and Roads	Dept.	Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
921025 Drainage Improvements	PW	*	19,000	100,000	119,000
921028 Improvements to Buildings and Grounds	PW	*	11,000		11,000
921051 Road Rehabilitation	PW		804,000		804,000
921069 Tuly Parkway - Queens Ave Extension	PW	*		731,000	731,000
921169 Bicycle Master Plan Implementation	PW		89,000		89,000
921187 Bridge Street Widening	PW	*	2,277,000		2,277,000
921190 Pavement Management System	PW		5,000		5,000
921213 Residential Road Rehabilitation	PW			500,000	500,000
921220 ADA Public Facilities Sidewalk Improvements	PW	*	64,000		64,000
921243 Bridge Street Utility Undergrounding	PW	*	2,000		2,000
921253 2018 Safe Routes to School Plan	PW	*	16,000		16,000
921255 Road Maintenance and Rehab. Account (RMRA)	PW		1,520,000	700,000	2,220,000
921257 SCADA Master Plan	PW	*	45,000		45,000
921302 Walton Avenue Improvements	PW	*		900,000	900,000
Total			\$4,852,000	\$2,931,000	\$7,783,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Development Impact Fee Fund with Current Funding
FY 2022 - 2023

Fund 304 - Development Impact Fees	Dept.	Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
931028 Improvements to Buildings and Grounds	PW	*	8,000		8,000
931069 Tuly Parkway - Queens Ave Extension	PW	*	676,000		676,000
931187 Bridge Street Widening	PW	*	2,630,000		2,630,000
931207 Harter Parkway Park and Bike Connection	CS	*	909,000		909,000
931243 Bridge Street Utility Undergrounding	PW	*	161,000		161,000
Total			\$4,384,000		\$4,384,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Community Development Block Grant Fund with Current Funding
FY 2022 - 2023

Fund 204 - CDBG	Dept.	Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
961104 Recurring Collection or Rehabilitation System Projects	PW	*		100,000	100,000
961220 ADA Public Facilities Sidewalk Improvements	PW	*	208,000	210,000	418,000
961222 Annual Playground Replacement	CS		104,000		104,000
Total			\$312,000	\$310,000	\$622,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Water Fund with Current Funding
FY 2022 - 2023

Fund 517 - Water	Dept.	Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
971028 Improvements to Buildings and Grounds	PW	*	3,000		3,000
971042 Water Meter Installation	PW		108,000		108,000
971092 Water Line Ext Proj & Distribution Piping Enhancement	PW		720,000	250,000	970,000
971093 Replacement and Major Maintenance of Water Lines	PW		886,000	350,000	1,236,000
971094 Replace Water Service or Water Meter	PW	*	490,000		490,000
971095 Fire Hydrant Relocation and Repair	PW		123,000	25,000	148,000
971096 Recoating Water Storage Reservoirs	PW		581,000	250,000	831,000
971145 Groundwater Well Abandonments	PW		534,000		534,000
971187 Bridge Street Widening	PW	*	677,000		677,000
971188 Stormwater Management Program	PW	*	3,000	20,000	23,000
971191 Second Groundwater Well	PW	*	3,388,000	200,000	3,588,000
971224 WTP Electrical and Instrumentation Improvement	PW		2,680,000	1,716,000	4,396,000
971226 Carbon Feed System Replacement	PW		500,000		500,000
971227 Recurring WTP & Water Storage Improvements	PW		497,000	200,000	697,000
971246 Pressure Surge Relief Facility	PW		3,021,000		3,021,000
971248 Storm Damage Repairs to Low Lift Facility & Access Rd	PW	*	2,000,000		2,000,000
971257 SCADA Master Plan	PW	*	120,000		120,000
971289 Membrane Replacement	PW		48,000	200,000	248,000
971293 Groundwater Well Rehabilitation	PW			250,000	250,000
Total			\$16,379,000	\$3,461,000	\$19,840,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Wastewater Fund with Current Funding
FY 2022 - 2023

Fund 528 - Wastewater	Dept. Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
981028 Improvements to Buildings and Grounds	PW *	6,000	65,000	71,000
981103 Recurring Plant Projects	PW	560,000	575,000	1,135,000
981104 Recurring Collection or Rehabilitation System Projects	PW *	183,000	750,000	933,000
981105 Lift Station Improvements	PW	1,154,000	100,000	1,254,000
981116 Secondary Clarifier Improvements	PW	316,000	300,000	616,000
981155 Stonegate Treatment Works Demolition	PW	424,000	50,000	474,000
981156 New Outfall and River Levee Crossing Replacement	PW *	675,000	300,000	975,000
981179 Oxygen Generation System Improvements	PW *	209,000	150,000	359,000
981187 Bridge Street Widening	PW *	98,000		98,000
981188 Stormwater Management Program	PW *	3,000	20,000	23,000
981196 Rehabilitation of the West Chlorine Contact Basin	PW	1,500,000		1,500,000
981219 Secondary Clarifier No.4	PW *	122,000		122,000
981229 Capitalization Fund	PW	3,367,000	500,000	3,867,000
981249 Wastewater System Master Plan Update	PW	145,000		145,000
981257 SCADA Master Plan	PW *	110,000		110,000
981277 Harter-Bridge Sewer Trunk Connection	PW	400,000		400,000
981290 Third Anaerobic Digester	PW *		350,000	350,000
981291 Primary Clarifier Rotary Drum Thickener	PW	250,000	250,000	500,000
981295 Bogue Road Sewer Extension	PW *		1,500,000	1,500,000
981303 Regional Septic System Conversion	PW		100,000	100,000
981304 Temporary Discharge Point 003	PW		450,000	450,000
Total		\$9,522,000	\$5,460,000	\$14,982,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
SRF Fund with Current Funding
FY 2022 - 2023

Fund 544 - State Revolving Loan Fund	Dept.	Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
971094 Replace Water Service or Water Meter	PW	*	1,070,000		1,070,000
971258 Barry School Water Transmission Line	PW		3,173,000	1,000,000	4,173,000
Total			\$4,243,000	\$1,000,000	\$5,243,000

Note: * Multiple funding sources exist for this project. See individual project sheet for breakdown.

City of Yuba City
List of Capital Improvement Program Projects
Other Fund with Current Funding
FY 2022 - 2023

Fund XXX - Other Funded	Dept. Note	Estimated Carryover Balance	Proposed 2022-2023 Approp.	Total Project Funds
941023 City Hall Improvements	3 PW	238,000		238,000
901080 General Plan Implementation and Future Update	4 DS *	610,000	165,000	775,000
921180 Consolidated Streetlight District-Acquisition and Conversion	5 PW	823,000		823,000
921187 Bridge Street Widening	2 PW *	2,810,000		2,810,000
941191 Second Groundwater Well	6 PW *	750,000		750,000
941207 Harter Parkway Park and Bike Connection	7 CS *	2,170,000		2,170,000
981252 Wastewater Treatment Facility Improvements	8 PW *	538,000		538,000
921254 State Route 20 Corridor Improvements	2 PW *	100,000		100,000
901264 CalFire Urban Forest Management Grant	9 CS *	129,000		129,000
941266 Sutter Bike Path Gap Closure	10 PW *	1,984,000		1,984,000
951268 Plumas Water Tower Maintenance	11 PW *		2,236,000	2,236,000
911276 Bridge Street Reconstruction Development Phase	2 PW *	250,000		250,000
981277 Harter-Bridge Sewer Trunk Connection	3 PW *	2,000,000		2,000,000
941278 Police Dept Evidence Storage Building	3 PW *	109,000	218,000	327,000
921282 UPRR Feasibility Study	12 PW *	85,000		85,000
941283 Citywide Accela/Technology Funding	3 DS *		160,000	160,000
901284 Zero-Depth Entry Water Feature Project	13 CS *	178,000		178,000
901287 Senior Center Building Repairs	14 CS *	65,000		65,000
901288 Firefighter Cancer Prevention Initiative - Proper Storage of PPE	14 FD *	32,000		32,000
941292 ERP/HR/Payroll/Utility Billing Upgrade	3 IT		1,500,000	1,500,000
941295 Bogue Road Sewer Extension	3 PW *	2,000,000		2,000,000
921302 Walton Avenue Improvements	2 PW *		4,050,000	4,050,000
901305 Bocce Ball Courts Sam Brannan Park	1 CS		300,000	300,000
Total		\$14,871,000	\$8,629,000	\$23,500,000

Notes:

- * Multiple funding sources exist for this project. See individual project sheet for breakdown.
- 1 Funded by the Yuba-Sutter Special Olympics
- 2 Funded partly through Sacramento Area Council of Governments grant (SACOG)
- 3 Funded through H.R. 1319 American Rescue Plan
- 4 Funded through the SB2 Grant from the Department of Housing and Community Development (HCD)
- 5 Funded through Consolidated Streetlight District Funds
- 6 Funded partly through the Bureau of Reclamation
- 7 Funded partly through the LWCF/ARPA grant funds and contributions through the Harter Specific Plan
- 8 Funded partly by Bond/Loan Financing
- 9 Funded through the CalFire Urban Forest Management grant, with a labor match from the City
- 10 Funded through the ATP and RSTP Grants
- 11 Funded through the Caltrans Clean California Grant
- 12 Funded through the Caltrans Planning Sustainable Grant
- 13 Funded through CDBG-CV (Department of Housing and Urban Development)

ATTACHMENT 4

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA
CITY DETERMINING AND ESTABLISHING THE CITY'S
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023**

WHEREAS, on November 6, 1979, the voters of the State of California approved an initiative measure which added Article XIII B to the California Constitution; and,

WHEREAS, said constitutional provision imposes a limitation upon certain annual appropriations of state and local public entities; and,

WHEREAS, pursuant to said new constitutional provision, the State Legislature amended the Government Code by adding thereto Division 9 to Title I of said Code (§7900 et seq.); and,

WHEREAS, California Government Code Section 7910 requires the governing body of each local jurisdiction to establish its appropriations limit by resolution; and,

WHEREAS, pursuant to said code section, the documentation provided by the Finance Director upon which the determination and establishment of this resolution is based has been and is on file with and available for public inspection in the office of the City Clerk for fifteen (15) days prior to the date of adoption of this resolution.

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

Section 1. Pursuant to Government Code §7910 the appropriations limit for Fiscal Year 2022-2023 is determined to be and shall be the sum of \$226,941,764.

Section 2. The limitation established by the above paragraph includes only "appropriations subject to limitation," as said phrase is defined by Section 9 of Article XIII B of the California Constitution is the sum of \$40,737,252.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 7th day of June, 2022 by the following vote:

Ayes:

Noes:

Absent:

Attest:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, Esq.
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: June 7, 2022
To: Honorable Mayor & Members of the City Council
From: City Attorney
Presentation By: Shannon Chaffin, City Attorney

Summary

Subject: Mayor/Vice-Mayor Rotation Policy

Recommendation: A. Introduce an Ordinance of the City Council of the City of Yuba City, California, Amending Section 2-1.01(g) of Chapter 1 of Title 2 of the Yuba City Municipal Code (Mayor/Mayor Pro-Tem Rotation) by title only and waive the first reading

B. Adopt a Resolution of the City Council of the City of Yuba City, California, establishing a process for selection of Mayor and Vice Mayor for a District-based system of elections, with the requirement the Mayor must have served on the Council within the last ____ years, and the Vice Mayor within the last ____ years, in order to be eligible for appointment

Fiscal Impact: TBD

Purpose:

To update the Council's process of selecting the Mayor/Vice Mayor positions given the recent change to election of Councilmembers by District.

Background:

Members of the current City Council were elected at-large based on a city-wide vote. Recently, the City converted to a district-based system of elections, where the City is divided into Districts. Candidates may only run for the seat representing the District in which they are registered to vote, and voters may only vote for a candidate from their division.

The conversion to a District-based system of elections can affect the current practice of selecting the Mayor and Vice Mayor as the order of finish between Districts potentially inhibits an "apples to apples" comparison of the order of finish as compared to a city-wide vote. Currently, the Mayor and Vice Mayor are elected by a majority vote of a quorum of the City Council for one-year terms. The position of Mayor has traditionally followed a sequence based on (a) election date and (b) order of finish within each city-wide election. The Vice-Mayor is also selected based on the same criteria, and traditionally becomes the new Mayor at the end of the former Mayor's term. However, none of the Districts are the same exact size, which can create challenges in determining the order of finish under the traditional method.

To address this issue, the City Council has provided initial guidance and directed Staff to return with a policy for Council consideration and potential adoption. An enacting resolution and ordinance are now before the Council for consideration.

Analysis:

The draft policy provides for a system of selection of the Mayor and Vice-Mayor based on a rotating basis, as well as a process to address the transition to “by-District” elections. The policy includes the following:

1. Intent: To establish a process of selection of the Mayor and Vice Mayor positions by the City Council such that it will provide for a transparent process, promote experienced leadership, allow all Councilmembers to potentially have the opportunity to serve in at least one position, and allow all Districts the same opportunity to be served by either the Mayor or Vice Mayor, or both.
2. Term of office: One year.
3. Mayor eligibility criteria: Must generally have served at least two years on Council.
4. Vice Mayor eligibility criteria: Must generally have served at least one year on the Council.
5. Presumption that Vice Mayor will be selected for the next Mayor position.
6. Rotation schedule:
 - a. Transition: To commence the process and ensure that the Councilmember in District 1 has experience, the rotation for the new Vice Mayor shall start with District 1 in December of 2023.
 - b. Starting in November/December of 2024, the Mayor selection process will start with District 1, then 2, 3, 4, and 5 in order, then repeat. The rotation schedule for the Vice Mayor will start at the same time with the next highest number (i.e., District 2, 3, 4, 5, and then to 1, etc.)
7. Selection of a backup: If a Councilmember from the District does not meet the eligibility criteria, resigns, is recalled, declines the appointment, etc., then that District is skipped as to that office until the next turn in the rotation.
8. Vacancies and terms: This includes situations where a sitting Mayor resigns or is recalled before the scheduled selection of the new Mayor rotation. Upon appointment of a new Mayor by the Council, the partial term does not count toward the new Mayor originally scheduled one-year term. The same applies to the Vice-Mayor.
9. Unusual circumstances. The rotation process allows for the Council to decline to make an appointment due to unusual circumstances. This includes i) a violation of law or City policy, or pending investigation for the same; ii) intemperate, rude, or disparaging remarks toward the public, staff, or City Council; iii) lack of leadership or communication skills; iv) excessive absenteeism as a Council member; or v) any other conduct that would be considered to be unprofessional or unbecoming of the position of Mayor or Vice Mayor.

All appointments would be approved by a majority vote of the City Council. The modifications proposed by the Ordinance allow for fuller implementation of the draft policy.

Alternatives:

1. Provide additional direction to Staff regarding the contents of a draft rotation policy.
2. Decline to adopt a policy at this time.

Attachments:

1. Ordinance Updating Mayor and Vice Mayor Rotation Policy
2. Resolution Updating Mayor and Vice Mayor Rotation Procedure

Prepared By:
Shannon Chaffin
City Attorney

Submitted By:
Shannon Chaffin
City Attorney

ORDINANCE _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
YUBA CITY, CALIFORNIA, AMENDING SECTION 2-1.01(G) OF
CHAPTER 1 OF TITLE 2 OF THE YUBA CITY MUNICIPAL CODE
(MAYOR/MAYOR PRO-TEM ROTATION)**

WHEREAS, the members of the City Council of the City of Yuba City (City) are currently elected at-large, whereby all members are elected by all of the voters of the City; and

WHEREAS, in order to further the purposes of the California Voting Rights Act of 2001, the City Council adopted an ordinance providing that the members of the City Council shall be elected by-district in five districts beginning at the November 8, 2022 general municipal election; and

WHEREAS, the City Council desires to update its policy for selection of the Mayor and Vice-Mayor to account for the transition to district-based elections, and to update the Municipal Code to provide clarification and consistency regarding the same.

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

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

SECTION 2. Section 2-1.01(g) of Chapter 1 of Title 2 of the Yuba City Municipal Code is amended to read in its entirety as follows:

(g) Chair. The Mayor shall preside over all Council meetings. In ~~his, her the~~ Mayor's absence, the Mayor Pro Tempore shall serve as presiding officer. The Council shall choose one of its members to serve as Mayor and one of its members to serve as Vice-Mayor. The Mayor and Vice-Mayor shall be selected and seated in the manner following:

In an election year in which Council members are elected, the Mayor and Vice-Mayor shall be selected and seated at such time as the election results for Council members so elected have been canvassed and certified to the Council and those results so declared by the Council. Absent unusual circumstances as determined by the City Council, ~~the~~ Mayor and Mayor Pro Tempore so selected and seated at that time shall hold their respective offices until the first regular City Council meeting following the first Tuesday of the month in the year following the year in which they were selected and seated. The Mayor shall preserve strict order and decorum at all regular and special meetings of the Council. The Mayor shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order subject, however, to an appeal to the Council in which event a majority vote of the Council shall govern and conclusively determine such question of order. The Mayor shall vote on all questions, ~~his or her~~ the Mayor's name being called last.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. This ordinance shall take effect 30 days after its adoption. The City Clerk, or duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 7th day of June, 2022, and passed and adopted at a regular meeting held on the ____th day of June, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Shaw, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, ESTABLISHING A PROCESS FOR SELECTION OF MAYOR AND VICE MAYOR FOR A DISTRICT-BASED SYSTEM OF ELECTIONS

WHEREAS, the members of the City Council of the City of Yuba City (City) are currently elected at-large, whereby all members are elected by all of the voters of the City; and

WHEREAS, in order to further the purposes of the California Voting Rights Act of 2001, the City Council adopted an ordinance providing that the members of the City Council shall be elected by-district in five districts beginning at the November 8, 2022 general municipal election; and

WHEREAS, under the district-based system, the members of the City Council will be elected in City Council Districts 1, 2 and 3 at the 2022 general municipal election and every four years thereafter. Members of the City Council will be elected in City Council Districts 4 and 5 at the 2024 general municipal election and every four years thereafter; and

WHEREAS, the position of Mayor has traditionally followed a sequence based on (a) election date and (b) order of finish within each city-wide election. The Vice-Mayor (Mayor Pro Tempore) is also selected based on the same criteria, and traditionally the Mayor at the end of the Mayor's term. However, none of the Districts are the same exact size, which can create challenges in determining the order of finish under the traditional method. Additionally, the transition process between city-wide elections and district-based elections will create additional challenges unless an updated selection process is established; and

WHEREAS, the City Council now desires to establish a process of selection of the Mayor and Vice Mayor positions such that it will provide for a transparent process, promote experienced leadership, allow all members to potentially have the opportunity to serve in at least one position, and allow all Districts the same opportunity to be served by either the Mayor or Vice Mayor, or both.

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

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

SECTION 2. The City Council adopts the following rules and procedures for the selection of the Mayor and Vice-Mayor by the City Council:

1. Intent. The City Council declares its intent that these rules and procedures establish a process of selection of the Mayor and Vice Mayor positions by the City Council such that it will provide for a transparent process, promote experienced leadership, allow all Councilmembers to potentially have the opportunity to serve in at least one position, and

allow all Districts the same opportunity to be served by either the Mayor or Vice Mayor, or both.

2. Experience and Eligibility Criteria. The City Council will determine the experience and eligibility of each potential appointee as follows:
 - a) Prior to selection, the Mayor must have served at least two years on the Council within the last ____ years to be eligible to serve as the Mayor. Prior to selection, the Vice-Mayor must have served at least one year on the Council within the last ____ years to be eligible to serve as Vice Mayor.
 - b) A Councilmember is not considered eligible for selection if the Councilmember lacks the requisite experience, is unavailable to be appointed due to failure to be re-elected, has insufficient time to dedicate to the office, resigns, is recalled, declines the appointment, or there are unusual circumstances as described below.
3. Rotation Schedule. Selection of the Mayor and Vice Mayor shall follow the following schedule:
 - a) The current method of selecting the Mayor and Vice Mayor shall remain in place until December of 2023.
 - b) Commencing in the first regular meeting of the City Council in December of 2023, the then Vice Mayor shall be eligible for selection as Mayor, and the rotation for the new Vice Mayor shall start with District 1. Thereafter, or if the Councilmember is not eligible, the rotation for Vice Mayor shall then continue by district to Districts 2, and 3, 4, and 5 in that order, then repeat starting with District 1.
 - (1) If there are no eligible Councilmembers from Districts 1, 2, and 3 available for selection as Vice Mayor in December of 2023, then an otherwise eligible Vice Mayor will be selected by rotation starting with District 1 without regard to experience.
 - c) The rotation for Mayor shall start with District 1 commencing in November/December of 2024 at such time as the election results for Council members so elected have been canvassed and certified to the Council and those results so declared by the Council. Thereafter, or if the Councilmember is not eligible, the rotation for Mayor shall then continue by district to Districts 2, 3, 4, and 5 in that order, then repeat starting with District 1.
 - d) Whenever the selection of the Mayor or Vice Mayor rotates to a Councilmember who is not eligible to hold office or who desires not to serve, the office shall rotate to the next eligible Councilmember by Council District as noted above. Any vacancy shall also be filled in the same fashion, by rotating the office to the next eligible Councilmember by Council District.
 - e) There is a presumption that the Councilmember who served as Vice Mayor the previous year shall be selected as the new Mayor. Thus, if the next Councilmember in the rotation was not eligible to be selected as the Vice Mayor, there is a presumption that

Councilmember would also not be eligible to be selected as the Mayor the next year. However, if a Vice Mayor is not available to serve as the next Mayor (due to failure to be re-elected or for any other reason) the next eligible Councilmember in the rotation shall be appointed as Mayor even if having not previously served as Vice Mayor, as long as that Councilmember has served at least two years on the City Council.

4. Timing and Duration of Selection.

- a) Timing. Consistent with Municipal Code section 2-1.01(g), in an election year in which Councilmembers are elected, the Mayor and Vice-Mayor shall be selected and seated at such time as the election results for Council members so elected have been canvassed and certified to the Council and those results so declared by the Council. The Mayor and Vice Mayor so selected and seated at that time shall hold their respective offices until the first regular City Council meeting following the first Tuesday of the month in the year following the year in which they were selected and seated.
- b) Duration. The selection of the Mayor and Vice Mayor shall be a duration of approximately one year each.
- c) Vacancies. If there is a vacancy prior to the time for the next selection of the Mayor or Vice Mayor, the next eligible Councilmember in the rotation will be selected to fill the remainder of the of the one-year duration. Filling the office in this manner shall not count toward the duration of one year of regular service. For example, if a sitting Mayor resigns in October of 2028, the then Vice Mayor would be appointed as the new Mayor, and the next eligible Councilmember would be appointed as the new Vice Mayor. The same Councilmembers would then remain as Mayor and Vice Mayor until December of 2029.

5. Unusual Circumstances. The City Council may decline to appoint a Councilmember to serve as Mayor or as Vice Mayor if a majority of the City Council determines that the potential appointee has exhibited any of the following:

- a) A violation of law or City policy, or has been or is being investigated for a violation of law or policy;
- b) Intemperate, rude, or disparaging remarks toward the public, staff, or fellow Councilmembers;
- c) Lack of leadership or communication skills;
- d) Excessive absenteeism as a Council member; or
- e) Any other conduct that would be considered to be unprofessional or unbecoming of the position of Mayor or Vice Mayor.

SECTION 3. This Resolution is effective immediately, and supercedes and replaces any other Resolution or policy adopted by the City Council regarding the process of selection for the Mayor and Vice-Mayor positions.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 7th day of June, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Shaw, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

CITY OF YUBA CITY

Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Harris
- Vice Mayor Kirchner
- Mayor Shaw

CITY OF YUBA CITY

Reports and Communications

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

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

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

City Council Reports

- Councilmember Espindola
- Councilmember Harris
- Councilmember Boomgaarden
- Vice Mayor Kirchner
- Mayor Shaw

Adjournment