



AGENDA

FEBRUARY 1, 2022

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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 FEBRUARY 1, 2022

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

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

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

- 1. Recognition Girl Scout Troop 2179 - Adopt a Park**
- 2. Adventist Health and Rideout - Chris Champlin, President**

Public Communication

3. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public comment on items not listed on the agenda will be considered at this time. Comments on controversial items may be limited and large groups are encouraged to select representatives to express the opinions of the group.

- **For Items on the Agenda**

Public comments on items on the agenda are taken during Council's consideration of each agenda item. If you wish to comment on any item appearing on the agenda, please note the number of the agenda item about which you wish to comment. If you wish to comment on more than one item, please send an email for each item.

- **Items not listed on the Agenda**

Public comments on items not listed on the agenda will be considered at this time. Members of the public submitting written requests at least 24 hours prior to the meeting will normally be allotted 5 minutes to comment. In addition to written comments, the public is welcome to submit a video presentation in electronic format to

be played during public comment or during the hearing item. Due to COVID-19 staffing limitations, formatting, and video streaming related issues, presentations must be submitted to the City Clerk no later than 5:00 p.m. the day before the meeting to ensure the presentation is available for streaming at the time the Agenda item is called. Presentations submitted after 5:00 p.m. the day before the meeting may not be available to be streamed at the meeting.

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, staff or public request specific items to be discussed or removed from the Consent Calendar for individual action.

4. Minutes of December 21, 2021, January 18 and 25, 2022

Recommendation: Approve minutes of the December 21, 2021, January 18 and 25, 2022

5. Amend Certain Financing Documents Executed in 2020 in connection with a conduit financing for Ampla Health

Recommendation: Approve the attached Resolution approving the form and authorizing the execution of the following documents:

- A. First Amendment to First Installment Sale Agreement
- B. First Amendment to Second Installment Sale Agreement
- C. First Amendment to First Assignment Agreement

6. Yuba City Purchasing System Ordinance and Purchasing Policies Update

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the second reading

7. City Employee Policies in Response to the COVID-19 Pandemic

Recommendation: Adopt a Resolution approving supplemental emergency paid leave in response to the COVID-19 Pandemic

8. City Council Regional Boards and Committee Assignments - Amended

Recommendation: Approve the Mayor's Amended Assignments to Regional Boards and Committees for Calendar Year 2022

Business Items

9. Public Hearing No. 5 – Adoption of an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council

Recommendation: A. Hold a Public Hearing; then

B. Adopt an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council by title only and waive the second reading

10. Staffing and Salary Modifications in the Finance Department

Recommendation: Adopt a Resolution approving the following changes to the Finance Department's authorized positions in the FY 2021-22 Operating Budget and amend the salary schedule as follows:

- A. Add an Accounting Manager (MM Unit - temporary overfill) and;
- B. Amend the salary schedule for the Accounting Manager, Accountant II, and Accountant I in the amounts discussed further below, and;
- C. Authorize a supplemental appropriation to the appropriate Finance Department salary and benefits accounts in the amount of \$58,600

11. Public Works and Development Services Department Management Modifications

Recommendation: Adopt a Resolution authorizing:

- A. Reclassify the Public Works Director classification to Director of Public Works and Development Services
- B. Reclassification of the Development Services Director position to a Deputy Director of Development Services position
- C. Reclassify the Utilities Superintendent position to Deputy Public Works Director - Utilities
- D. Corresponding changes to the publicly-available salary schedule

Future Agenda Items

12. 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

13. City Manager Report

14. City Council Reports

- Councilmember Harris
- Councilmember Boomgaarden
- Councilmember Espindola

- Vice Mayor Kirchner
- Mayor Shaw

Adjournment



Awards of the City Council

Girl Scout Troop 2179

Adopt a Park
∞



Girl Scouts®



Adventist Health and Rideout

Chris Champlin, President

Here is the link to Adventist Health New Rideout President – [WEBSITE](#)

Adventist Health and Rideout

726 4th Street

Marysville CA 95901

530-749-4300

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.

Due to COVID-19, residents are encouraged to attend the City Council meeting via web conference or submit comments by email. Consistent with public health guidelines for social distancing, limited seating is available in the Council Chamber. If an attendee does not have a facial covering, one will be provided. Comments may be made at the Council Chamber podium. Please participate via web conference or email if you are ill or have been exposed to COVID-19.

Procedure

Complete a Speaker Card located in the lobby and give to the Clerk, or Email the City Clerk at cityclerk@yubacity.net any time before the meeting but no later than the close of the specific agenda item or before the close of the public hearing. When a matter is announced, wait to be recognized by the Mayor or if by email the City Clerk will provide your comments to the Mayor. Comment should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

- **For Items on the Agenda**

Public comments on items on the agenda are taken during Council's consideration of each agenda item during the public comment portion. If you wish to comment on any item appearing on the agenda, please note the number of the agenda item about which you wish to comment. If you wish to speak on more than one item, please fill out a separate card for each item.

- **Items not listed on the Agenda**

Public comments on items not listed on the agenda will be considered at this time. Members of the public submitting written requests at least 24 hours prior to the meeting will normally be allotted 5 minutes to comment. In addition to written comments, the public is welcome to submit a video presentation in electronic format to be played during public comment or during the hearing item. Due to COVID-19 staffing limitations, formatting, and video streaming related issues, presentations must be submitted to the City Clerk no later than 5:00 p.m. the day before the meeting to ensure the presentation is available for streaming at the time the Agenda item is called. Presentations submitted after 5:00 p.m. the day before the meeting may not be available to be streamed at the meeting.

Request for additional time to address Council

Members of the public submitting written requests at least 24 hours prior to the meeting will normally be allotted 5 minutes to speak.

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: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By:

Summary

Subject: Minutes of December 21, 2021, January 18 and 25, 2022
Recommendation: Approve minutes of the December 21, 2021, January 18 and 25, 2022
Fiscal Impact: None

Attachments:

1. 12-21-21 Regular Meeting Minutes (DRAFT)
2. 01-18-2022 - Regular Meeting Minutes (DRAFT)
3. 01-25-22 - Special Meeting Funding Workshop DRAFT

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (draft)
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
DECEMBER 21, 2021
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 5:02 PM

Roll Call:

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

Absent: None

Public Comment

None

Closed Session

1. A. Threats to Public Services or Facilities (Pursuant to Government Code section 54957(a).) Consultation with: City Attorney, and/or Yuba City Fire Chief, Police Chief, Director of Public Works, IT Manager, and City Manager

A. Conference with Legal Counsel—Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of Government Code Section 54956.9(d): (One case)

B. Conference with Legal Counsel—Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One case)

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:04 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Greg Mansur - Adventure Church of Yuba City

Pledge of Allegiance to the Flag

Manny Cardoza

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

Staff Correction – Item 11 (2022 City Council Meeting Calendar): The recommendation was to cancel January 4th, May 3rd, and August 2nd 2022 Regular Council Meetings.

Item 12 - Appointments to City Council Regional Boards and Committees was pulled from Consent and was discussed separately.

Ceremonial Presentations

2. Economic Development Commissioners Recognition

Mayor Shaw recognized the Economic Development Commissioners with Certificates of Appreciation for their service:

- Todd Remund
- Christine Ivory
- Stacy Brookman
- Margaret Fernandez
- Steve Hammarstrom
- Vinny Johl – Not in attendance
- Doreen Osumi – Not in attendance

3. Retirement Proclamation for Devin Barber, IT Manager - Special Projects

Mayor Shaw presented Devin Barber, IT Manager with a proclamation in honor of his retirement and 30+ years of service.

Public Communication

4. Appearance of Interested Citizens

Heather Esemann spoke
Tom Burns spoke

Consent Calendar

Vice-Mayor Kirchner moved and Councilmember Harris seconded the motion to approve items 5-11 and 13-29:

5. Minutes of the November 16, 23 and December 7, 2021

Approve the City Council minutes of November 16, 23 and December 7, 2021

6. Sutter Subbasin Groundwater Sustainability Plan Tentative Adoption

Adopt a Resolution to adopt the Sutter Subbasin Groundwater Sustainability Plan acting as the City of Yuba City Groundwater Sustainability Agency

7. Destruction of Specified Yuba City Police Department Records

Adopt a Resolution authorizing the Chief of Police to destroy specified Yuba City Police Department records which have exceeded their retention period, occupy valuable storage space and are of no further use to the City of Yuba City or Yuba City Police Department

8. Submission of Recertification Application for Tree City USA Designation

Adopt a Resolution authorizing the City to submit an application for recertification to the National Arbor Day Foundation for the City to continue its designation as a Tree City USA community

9. River Valley High School Striping and Marking Improvement Project (Plans & Specifications)

Adopt a Resolution which adopts a CEQA Class 1 Categorical Exemption, approves the plans and specifications for the River Valley High School Striping and Marking Improvement Project, and authorizes Public Works staff to solicit quotes from qualified contractors to perform the work

10. 2021 Urban and Multibenefit Drought Relief Funding Grant Application

Adopt a Resolution authorizing the grant application, acceptance, and execution for the Aquifer Storage Recovery System Project, and designate the Public Works Director or designee to execute any documents required for applying to the grant program and executing a funding agreement and related documents on behalf of the City

11. 2022 City Council Meeting Calendar

Cancel the January 5th, May 3rd, and August 3rd 2022 Regular Council Meetings and provide for Special Workshops to be scheduled as needed

12. ~~Appointments to City Council Regional Boards and Committees~~

~~Approve the City Council Assignments to Regional Boards and Committees for Calendar Year 2022~~

Item 12 was pulled from Consent to be discussed separately

13. Feasibility Study for Abandoned Railroad Corridor

Adopt a Resolution which takes the following actions:

1. Awards a Professional Services Agreement to Dokken Engineering of Folsom, CA for the Feasibility Study for Abandoned Railroad Corridor Project in the amount of \$224,169.50, subject to material terms, with the finding that it is in the best interest of the City
2. Authorizes the Finance Director to accept grant funds into Account No. 301-43495 in the grant award amount of \$200,000
3. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$200,000 from Account No. 301-43495 to CIP Account No. 901282-

65501

4. Authorizes the Finance Director to make a supplemental appropriation in the amount of \$55,377.98 from unallocated Transportation Development Act funds to CIP Account No. 911282-65501

14. Monroe Road Sewer Improvements Award

Adopt a Resolution approving a sole source justification and awarding a construction contract to Lund Construction Co. of North Highlands, CA in the amount of \$52,255.00 and authorizing the City Manager to execute a Standard Agreement on behalf of the City

15. Accept California Water and Wastewater Arrearage Payment Program financial assistance funding

Adopt a Resolution accepting the California Water and Wastewater Arrearage Payment Program benefits and authorize the Finance Director to make the necessary supplemental appropriations for related revenues and expenditures to 507-43481 and 7120-64103 for the 2021-22 fiscal year

16. Parcel Creation/Lot Line Adjustment – Harter Specific Plan

Adopt a Resolution authorizing the City Manager to execute a Grant Deed and associated documents, to create a new legal parcel for the future park on Harter Parkway, and participate in a Lot Line Adjustment to help facilitate development of the Harter Specific Plan for properties southerly of Butte House Road, westerly of Harter Parkway, and northerly of future Jefferson Avenue

17. National Opioid Settlement

- A. Approve Settlement Participation Form for the City's participation in the National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation
- B. Approve Settlement Participation Form for the City's participation in the National Opioid Settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc
- C. Approve the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement
- D. Approve the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement
- E. Adopt a Resolution authorizing the City Manager to execute the documents identified in Recommendations A through D
- F. Authorize the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendations A through D (as necessary and applicable)

- 18. Annual Investment Policy Adoption**
Approve Investment Policy as presented
- 19. CalPERS Employer Paid Member Contribution Resolutions**
Adopt Resolutions for CalPERS to pay and report the value of Employer Paid Member Contributions for the Police Sworn Mid-Managers, Mid-Managers and Unrepresented Executive Team
- 20. Gauche Aquatic Park Verkada Camera System Upgrade (FB22-06)**
Adopt a Resolution awarding the contract for the Gauche Aquatic Park Verkada Camera System upgrade to Gaynor Telesystems of Redding, CA in the total amount of \$65,085 plus a 10% contingency for a not to exceed amount of \$71,594 with the finding that it is in the best interest of the City
- 21. Purchase of four (4) Ford F-150 Police Responders (FB22-04)**
Adopt a Resolution awarding the purchase of four (4) Ford F-150 Police Responder vehicles to Geweke Ford of YubaCity, CA, in the amount of \$166,444. Sole source the equipment purchase and install to Cop Shop Installations of Yuba City, CA in the estimated amount of \$157,363
- 22. Utility Payment Processing and Statement Printing and Mailing Proposal (RFP22-02)**
Adopt a Resolution awarding the contract for utility payment processing, statement printing and mailing, bill presentment online, and IVR services to InfoSend, Inc. of Anaheim, CA with the finding that it is in the best interest of the City. The agreement will be in the estimated amount of \$141,400 for one (1) year with the option of four (4) one-year extensions. Authorize the City Manager to approve contract extensions
- 23. Yuba Sutter Salvation Army Professional Services Agreement - CDBG-CV Low-Income Mortgage Subsistence Program**
Adopt a Resolution approving a Professional Services Agreement with Yuba Sutter Salvation Army for the 2020 Community Development Block Grant CARES Act (CDBG- CV) Low-Income Mortgage Subsistence Program
- 24. Finance Department Position Modifications**
Adopt a Resolution approving the following changes to the Finance Department's positions in the FY 2021-22 Operating Budget:
1. Add an Administrative Analyst II and;
 2. Reclassify a vacant Field Customer Service Representative I/II to Customer Service Representative I/II; and
 3. Authorize a supplemental appropriation to the appropriate Finance Department salary and benefits accounts in the amount of \$45,200

25. Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2022

- A. Adopt a Resolution Accepting and Approving the 2021-2022 Annual Report of the Downtown Yuba City Business Improvement District
- B. Adopt a Resolution of Intention to Levy and Collect 2022 Annual Assessments and set a Public Hearing for January 18, 2022

26. Blackburn Talley Field Lighting Phase III Project Award

- A. Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption; awarding a construction contract to Musco Sports Lighting, LLC in the amount of \$261,866 through Sourcewell Contract No. 071619-MSL, with the finding that it is in the best interest of the City; and authorizing the City Manager to execute an agreement for the Blackburn Talley Field Lighting Phase III project
- B. Authorize the Finance Director to make a supplemental appropriation and related transfers in the amount of \$14,959.30 from unallocated general capital improvement project funds to CIP Account No. 901234-65501 for the additional funds necessary to complete construction

27. City of Yuba City Advisory Board Appointment List

Note and File the 2021 Local Appointment List and Direct Staff to post on the City's website

28. Sidewalk Maintenance and Repairs Ordinance

Adopt an Ordinance of the City Council of the City of Yuba City establishing sidewalk maintenance and repair responsibilities by adding Chapter 11 (Sidewalk Maintenance and Repairs) to Title 6 of the Yuba City Municipal Code by title only, and waive the second reading

Business Items

12. Appointments to City Council Regional Boards and Committees

[Item moved from Consent]

Tod Kimmelshue spoke
Charlie Hoppin spoke
Mark Mullner spoke

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

Approve the City Council Assignments to Regional Boards and Committees for Calendar Year 2022

The motion was passed with 4 votes (Councilmember Espindola opposed)

29. Homekey 2.0 Habitat for Humanity Presentation

John Nicoletti spoke

Pat Bruner spoke
Victoria Yeager spoke
Tom McFerran spoke
Maria Smith spoke
Patricia Jaeger spoke
Luis Rodriguez spoke
Julie Shuffield spoke
Manny Cardoza spoke
Johnny Burke spoke
Charles Ernst spoke
Carol Howe spoke
Steve Smith spoke
Mike Morris spoke
Tom Burns spoke
James Burgis spoke
Marylee Bondslet spoke
Cammie [*Last name not provided*] – from Habitat for Humanity spoke
Stephanie Miller spoke

City Council requested that Habitat for Humanity provide additional information

RECESS: 9:02 PM – 9:09 PM

30. Public Hearing No. 3 – Consideration of proposed maps for District voting divisions per California Elections Code Sections 10010(a)(2) and 10010(b)

Mayor Shaw opened the Public Hearing

Heather Esemann spoke
Tom Burns spoke
Mike Morris spoke

Mayor Shaw closed the Public Hearing

- A. Receive NDC's presentation of draft District voting division maps and the sequencings of division elections and public comments regarding the draft maps
- B. Provide direction on preferred map(s) for additional analysis, revisions, or comment and possibly new maps
- C. Provide comments on the sequencing of elections for the divisions to be established
- D. Confirm the next public hearing for January 18, 2022

City Council chose to move forward with the Green Map and will consider potential sequencing at the next regular meeting on January 18, 2022

31. Yuba City Purchasing System Ordinance and Purchasing Policies Update

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

- A. Introduce an Ordinance amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the first reading
- B. Adopt a Resolution adopting the Purchasing Policies and Procedures Manual

Update (to become effective concurrently with the proposed ordinance)

The motion was passed with a unanimous vote

32. Yuba City Wastewater Collection and Treatment Ordinance Update

Councilmember Boomgaarden moved and Councilmember Espindola seconded the motion to:

Introduce an Ordinance amending Chapter 5 (Wastewater Collection and Treatment) of Title 6 of the Yuba City Municipal Code by title only, and waive the first reading

The motion was passed with a unanimous vote

33. Bridge Street Widening Project (21-01) – Plans & Specifications

Crystal Woody spoke
Ian Gaddis spoke

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

Adopt a Resolution approving the plans and specifications for the Bridge Street Widening Project (21-01) and authorizing advertisement for bids on the project.

The motion was passed with a unanimous vote

34. Harter Parkway Park Project Award

Heather Esemann spoke

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

Adopt a Resolution which makes the following actions:

1. Awards a construction contract to Marina Landscape, Inc. of Orange, CA in the amount of their total bid \$2,507,985.49 and authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal from by the City Attorney
2. Awards a construction contract to American Ramp Company, Inc. in the amount of \$227,401.57 through Sourcwell Contract No. 112420-ARC, with the finding that it is in the best interest of the City; and authorizes the City Manager to execute an agreement for the Bike Park project
3. Awards a contract for construction and inspection services to Coastland Civil Engineering, Inc. of Auburn, CA in the amount of \$141,850 and authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to form by the City Attorney
4. Authorizes the Finance Director to make necessary appropriations from American Rescue Plan Act funds, in the amount of \$1,260,480.77 to CIP Account No. 941207-65501 (Harter Parkway Park and Bike Connection) in order to bridge the funding shortfall and ultimately fund the Park project

The motion was passed with a unanimous vote

35. City Manager Employment Agreement

Councilmember Espindola moved and Councilmember Boomgaarden seconded the motion to:

Adopt a Resolution Approving A City Manager Employment Agreement, Effective
December 10, 2021 at 5:00PM

The motion was passed with a unanimous vote

36. Future Agenda Items:

No suggestions were made

Reports and Communications

37. City Manager Report

38. City Council Reports

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

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 10:32 PM

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 2

MINUTES (draft)
REGULAR MEETING
CITY COUNCIL – CITY OF YUBA CITY
JANUARY 18, 2022
5:00 P.M. CLOSED SESSION: SUTTER ROOM/VIRTUAL
6:00 P.M. REGULAR MEETING COUNCIL CHAMBERS/VIRTUAL

Closed Session

Call to Order

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

Roll Call

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

Absent: None

Closed Session

1. A. Threats to Public Services or Facilities (Pursuant to Government Code section 54957(a).) Consultation with: City Attorney, and/or Yuba City Fire Chief, Police Chief, Director of Public Works, IT Manager, and City Manager
- B. Conference With Legal Counsel—Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of Government Code Section 54956.9(d): (One case)

Public Comment

No public comments were received

Regular Meeting (Council Chambers)

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:01 PM

Roll Call

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

Absent: None

Invocation/Inspiration

Wade Kirchner, Vice-Mayor

Pledge of Allegiance to the Flag

Ben Moody, Development Services Director

City Attorney's Report on Closed Session Items

No reportable action was taken

Agenda Modifications/Approval of Agenda

Corrections to **Item 9**:

- The appointment recommendations for the Gilsizer Drainage District should include: Mayor Shaw (myself), Councilmember Espindola, and Councilmember Harris (Alternate).
- The scope and purpose of the Bogue Stewart Master Task Exchange Agreement (MTEA) Ad Hoc Committee has changed, it shall now be referred to as the MTEA Ad Hoc Committee.

Item 6 (Yuba City Purchasing System Ordinance and Policy Update) was continued to the next regular meeting on February 1, 2022.

Ceremonial Presentations

2. Yuba-Sutter Transit Presentation

Keith Martin, Executive Director – Yuba-Sutter Transit, gave a presentation

Public Communication

3. Appearance of Interested Citizens

James Anderson spoke
Laura Anderson spoke

Consent Calendar

Vice-Mayor Kirchner moved and Councilmember Harris seconded the motion to approve Items 4-5 and 7-13 (excluding Item 6):

4. Yuba City Wastewater Collection and Treatment Ordinance Update

Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 5 (Wastewater Collection and Treatment) of Title 6 of the Yuba City Municipal Code by title only, and waive the second reading

5. Annual Community Facilities District Report Pursuant to Government Code Section 53411

Note and File

6. ~~Yuba City Purchasing System Ordinance and Purchasing Policies Update~~

~~Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the second reading~~

Item continued to the next regular meeting on February 1, 2022.

7. Cellular Water Meter Replacement Project (18-14) – Purchase Order Increase

Adopt a Resolution authorizing an increase of \$165,000 to the Badger Meter, Inc. Purchase Order, with a finding that it is in the best interest of the City

8. Assessor Parcel Number Correction – Harter Specific Plan

Adopt a Resolution which rescinds Resolution No. 21-182 due to incorrect Assessor's Parcel Numbers being utilized in documentation, and re-approve the authorization of the City Manager to execute a Grant Deed and associated documents, to create a new legal parcel for the future park on Harter Parkway, and participate in a Lot Line Adjustment to help facilitate development of the Harter Specific Plan for properties southerly of Butte House Road, westerly of Harter Parkway and northerly of future Jefferson Avenue

9. City Council Regional Boards and Committee Assignments – Amended

Approve the Mayor's Amended Assignments to Regional Boards and Committees for Calendar Year 2022

10. Ad Hoc Committee Dissolution

- A. Dissolve defunct ad hoc committees including the Yuba City/Sutter County Homeless Advisor ad hoc and the Richland Village ad hoc
- B. Adopt a Resolution to authorize the dissolution of the Development Impact Fee ad hoc

11. Custodial Services Bid Award (FB22-05)

Adopt a Resolution awarding the contract for custodial services to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning) of Marysville, CA in the amount of \$74,628 for one (1) year with the option of three (3) one (1) year extensions, with the finding that it is in the best interest of the City. Authorize the City Manager to approve the contract extensions

12. Increase Funding for Heavy Lifts Purchase

- A. Adopt a Resolution awarding the purchase of six (6) heavy lifts to NAPA Auto Parts of Atlanta, GA, in the amount of \$74,967.75 through Sourcewell Open Contract #032521-GPC, with the finding that it is in the best interest of the City
- B. Approve a capital acquisition purchase increase of \$31,094.30
- C. Authorize a supplemental appropriation in the amount of \$31,094.30 from unallocated reserves held in Fund 301 to 6605-69201 (Vehicle Maintenance), which is the current increase in the price quote of \$16,100.75 plus a 20% contingency of \$14,993.55

13. Sidewalk Maintenance and Repairs Ordinance

Adopt an Ordinance of the City Council of the City of Yuba City establishing sidewalk maintenance and repair responsibilities by adding Chapter 11 (Sidewalk Maintenance and Repairs) to Title 6 of the Yuba City Municipal Code by title only, and waive the second reading

The motion was passed with a unanimous vote

Business Items

14. Public Hearing No. 4 – Consideration of Draft District Maps and Election Sequencing for a District Based Election System; Selection of District Map and Election Sequence; Introduction of an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council

Mayor Shaw opened the Public Hearing. Hearing no Public Comment, Shaw closed the Public Hearing

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

- A. Receive NDC's presentation of the NDC Green Map and the sequencing of division elections and hold a Public Hearing regarding same
- B. Continue deliberations and provide further any further comments or revisions to the draft map(s)
- C. Select a district map and decide which districts will have elections in 2022 and which districts will have elections in 2024, and incorporate those selections into the Ordinance
- D. Introduce, through first reading by title only with further reading waived, an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council, and set the next Public Hearing and second reading of the Ordinance for February 1, 2022

The motion was passed with a unanimous vote

15. Levy of the 2022 Annual Assessment of the Downtown Yuba City Business Improvement District

Mayor Shaw opened the Public Hearing

Tom Burns spoke

Mayor Shaw closed the Public Hearing

Councilmember Espindola moved and Councilmember Boomgaarden seconded the motion to:

- A. Conduct Public Hearing, and after consideration,
- B. Adopt a Resolution confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2022

The motion was passed with a unanimous vote

16. Renewal of the Yuba-Sutter Tourism Improvement District (YSTID)

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

Adopt a Resolution of Intention to Renew the Yuba-Sutter Tourism Improvement District

The motion was passed with a unanimous vote

17. Purchase of ESO Fire Records Management Software (RMS)

Councilmember Boomgaarden moved and Councilmember Harris seconded the motion to:

- A. Adopt a Resolution authorizing the sole source purchase of ESO Fire Records Management Software (RMS) and enter into a 60-month advance payment term in the amount of \$152,027.25
- B. Authorize the Finance Director to use funds from the American Rescue Plan Act account 2560-69201 in the amount of \$152,027.25

The motion was passed with a unanimous vote

18. Final Financial Report for Fiscal Year Ending June 30, 2021

Note and File the Final Financial Report for the Fiscal Year Ending June 30, 2021

19. Annual Sacramento Metro Chamber Capitol – to – Capitol Legislative Program in Washington DC

Councilmember Harris moved and Councilmember Espindola seconded the motion to:

To authorize all Councilmembers to participate in the Sacramento Metro Chamber's Annual Cap-to-Cap Legislative Program and authorize the Finance Director to make a supplemental appropriation from unallocated General Fund to Account No. 1110-62801 (Professional Development)

The motion was passed with a unanimous vote

20. Administrative Policy – Community Sponsorship Policy

Councilmember Espindola moved and Councilmember Harris seconded the motion to:

Adopt a Resolution to amend the Administrative Policy for Community Sponsorships

The motion was passed with a unanimous vote

21. Community Sponsorship Request - Film Yuba Sutter

Councilmember Harris moved and Councilmember Boomgaarden seconded the motion to:

Consider a monetary Sponsorship request from Yuba Sutter Chamber of Commerce of \$6,250.00 to assist in funding the Film Yuba-Sutter Film Commission

The motion was passed with a unanimous vote

Future Agenda Items

22. Future Agenda Items:

No suggestions were made

Reports and Communications

23. City Manager Report

24. City Council Reports

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

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 8:26 PM

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

ATTACHMENT 3

MINUTES (draft)
SPECIAL MEETING - FUNDING WORKSHOP
JANUARY 25, 2022 - 6:00 P.M.

Special Meeting – Funding Workshop

Call to Order

Mayor Shaw called the Special Meeting of the City Council to order at 5:30 pm

Roll Call

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

Absent: None

General Items

1. Funding Workshop

Presented by Spencer Morrison, Finance Director

No comments from public

Public Communication on Items on the Agenda

2. Appearance of Interested Citizens

Comments received from Johnny Burke

Adjournment

The Special Meeting was adjourned by Mayor Shaw at 6:33 pm

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Amend Certain Financing Documents Executed in 2020 in connection with a conduit financing for Ampla Health

Recommendation: Approve the attached Resolution approving the form and authorizing the execution of the following documents:

- A. First Amendment to First Installment Sale Agreement
- B. First Amendment to Second Installment Sale Agreement
- C. First Amendment to First Assignment Agreement

Fiscal Impact: Any costs will be borne by Ampla Health

Purpose:

To amend certain financing documents executed in 2020 in connection with a conduit financing for Ampla Health.

Council's Strategic Goal:

This item addresses City Council's Strategic Goal of being business friendly.

Background:

In 2020, the City, as conduit issuer, assisted Ampla Health ("Ampla") in the financing and refinancing of capital improvements for Ampla. Certificates of participation were delivered and sold to First Foundation Bank (the "Purchaser") in a private placement transaction. To secure the Purchaser's investment, Ampla provided real estate security in several properties owned by Ampla.

Analysis:

Ampla requested that certain of the Properties pledged to secure the Purchaser be released from the transaction and to substitute certain other property. The Purchaser agreed to the substitution. The resolution approves the form and authorizes the City to execute amendments to certain documents executed in 2020 to facilitate the proposed property substitution.

Fiscal Impact:

Any costs will be borne by Ampla Health.

Alternatives:

Decline to approve and execute the amending documents.

Recommendation:

Staff recommends approval of the attached Resolution approving the form and authorizing the execution of the amending documents.

Attachments:

1. City Resolution
2. Corporation Resolution
3. First Amendment to First Installment Sale Agreement
4. First Amendment to First Assignment Agreement
5. First Amendment to Deed Of Trust - Butte County
6. First Amendment to Second Installment Sale Agreement
7. First Amendment to Second Assignment Agreement
8. First Amendment to Deed Of Trust - Sutter County
9. Amended Opinion

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
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN
AMENDMENTS TO DOCUMENTS EXECUTED IN CONNECTION WITH THE
INSTALLMENT SALE FINANCING AND REFINANCING OF HEALTH FACILITIES
FOR AMPLA HEALTH AND DIRECTING CERTAIN ACTIONS WITH RESPECT
THERETO**

WHEREAS, in October of 2020, the City entered into a transaction to provide moneys for the financing and refinancing of health facilities for Ampla Health (the "Corporation"), a nonprofit, public benefit corporation created and existing under the laws of the State of California, and operating in the City;

WHEREAS, in connection therewith, the City entered into the following documents:

- (a) a Trust Agreement, by and among the City, the Corporation and U.S. Bank National Association, as trustee (the "Trustee");
- (b) a First Installment Sale Agreement, between the Corporation and the City (the "First Installment Sale Agreement");
- (c) a Second Installment Sale Agreement, between the City and the Corporation (the "Second Installment Sale Agreement"); and
- (d) a First Assignment Agreement, between the City and the Trustee (the "First Assignment Agreement").

WHEREAS, pursuant to the First Installment Sale Agreement, the Corporation sold certain real property and improvements to the City and, pursuant to the Second Installment Sale Agreement, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the First Installment Sale Agreement, the Second Installment Sale Agreement and the First Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Public Finance, as successor to First Foundation Bank, the sole Owner, has consented to such deletion and replacement, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

Section 1. The below-enumerated documents, substantially in the forms on file with the City Clerk, are hereby approved and the Mayor, the Vice Mayor, the City Manager or the Director of Finance is hereby authorized and directed to execute said agreements, with such changes, insertions and omissions as may be approved by any such official, after approval by legal counsel:

(a) a First Amendment to First Installment Sale Agreement, between the Corporation and the City;

(b) a First Amendment to Second Installment Sale Agreement, between the City and the Corporation; and

(c) a First Amendment to First Assignment Agreement, between the City and the Trustee.

Section 2. The Mayor, the Vice Mayor, the City Manager, the Director of Finance, the City Clerk and other appropriate officers of the City are hereby authorized and directed to prepare and execute such other documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution and the installment sale financing herein described.

Section 3. This resolution shall take effect immediately upon its adoption.

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 September, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUSEL FOR YUBA CITY

Shannon Chaffin,
City Attorney

ATTACHMENT 2

AMPLA HEALTH

**RESOLUTION OF THE BOARD OF DIRECTORS OF AMPLA HEALTH
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN
AMENDMENTS TO DOCUMENTS EXECUTED IN CONNECTION WITH THE
INSTALLMENT SALE FINANCING AND REFINANCING OF CERTAIN HEALTH
FACILITIES AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Directors (the "Board") of Ampla Health (the "Corporation"), as follows:

WHEREAS, in October of 2020, the Corporation entered into a transaction to provide moneys for the financing and refinancing of health facilities for the "Corporation;

WHEREAS, in connection therewith, the Corporation entered into the following documents:

(a) a First Installment Sale Agreement between the Corporation and the City (the "First Installment Sale Agreement");

(b) a Second Installment Sale Agreement between the City and the Corporation (the "Second Installment Sale Agreement"), so long as the Second Installment Sale Agreement as finally executed, provides for a principal amount not exceeding \$10,000,000;

(c) a Second Assignment Agreement, between the Corporation and the Trustee;

(d) a Trust Agreement among the City, the Corporation and the Trustee; and

(e) deeds of trust relating to properties in Butte, Sutter and Yuba Counties.

WHEREAS, pursuant to the First Installment Sale Agreement, the Corporation sold certain real property and improvements to the City and, pursuant to the Second Installment Sale Agreement, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the First Installment Sale Agreement, the Second Installment Sale Agreement and the Second Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, it is hereby DETERMINED, as follows:

Section 1. The forms of the below-enumerated documents on file with the Secretary be and the same are hereby approved, and the Chair, the President & Chief Executive Officer or the Chief Financial Officer is hereby authorized and directed on behalf of the Corporation to execute and deliver said documents, with such changes, insertions and omissions as may be approved by the official executing the document, which execution and delivery shall constitute conclusive evidence of the Corporation's approval of any and all changes or revisions therein:

(a) a First Amendment to First Installment Sale Agreement between the Corporation and the City (the "First Installment Sale Agreement");

(b) a First Amendment to Second Installment Sale Agreement;

(c) a First Amendment to Second Assignment Agreement;

(d) a First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, relating to the Butte County Property; and

(e) a First Amendment to Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing, relating to the Sutter County Property

Section 2. The Chair, the President & Chief Executive Officer, the Chief Financial Officer, the Secretary or any Assistant Secretary are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to consummate the execution, sale and delivery of the Certificates and the transactions contemplated in connection with the Installment Sale Financing and to carry out all of the provisions of such documents.

Section 3. This resolution shall become effective upon its passage and approval.

CERTIFICATION

This is to certify that the foregoing is a true copy of a resolution, as the resolution appears on the minute books of the Corporation, adopted by the Board of Directors of Ampla Health at a meeting of said Board held on _____, 2022, which was called and held pursuant to and with all notice required by law and the Bylaws of the Corporation and at which meeting a quorum was initially present and a majority of which was acting throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of Ampla Health this ____ day of _____, 2022.

By _____
Secretary

ATTACHMENT 3

FIRST AMENDMENT TO FIRST INSTALLMENT SALE AGREEMENT

(Amending that certain First Installment Sale Agreement, dated as of October 1, 2020,
by and between Ampla Health and the City of Yuba City)

Dated as of February 1, 2022

by and between

AMPLA HEALTH

and the

CITY OF YUBA CITY

FIRST AMENDMENT TO FIRST INSTALLMENT SALE AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to First Installment Sale Agreement"), is by and between AMPLA HEALTH, a nonprofit public benefit corporation entity organized and existing under the laws of the State of California (the "Corporation"), and the CITY OF YUBA CITY, a municipal corporation and general law city organized and existing under the laws of the State of California, as lessee (the "City"), amending that certain First Installment Sale Agreement, dated as of October 1, 2020, by and between the Corporation and the City (the "First Installment Sale Agreement");

WITNESSETH:

WHEREAS, the Corporation and the City entered into the First Installment Sale Agreement in connection with the financing and refinancing of capital projects for the Corporation (the "Project") where the Corporation sold certain real property and improvements to the City as described in Exhibit A thereto;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement permits amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to First Installment Sale Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to First Installment Sale Agreement, shall have the meanings given to those terms in the First Installment Sale Agreement.

Section 2. Amendment of the First Installment Sale Agreement.

(a) The following real property described in Exhibit A to the First Installment Sale Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the First Installment Sale Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to First Installment Sale Agreement, all terms and conditions of the First Installment Sale Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to First Installment Sale Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to First Installment Sale Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to First Installment Sale Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to First Installment Sale Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

AMPLA HEALTH

By _____
Name _____
Title _____

CITY OF YUBA CITY, as Purchaser

By _____
Name _____
Title _____

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By _____
Name _____
Title _____

ATTACHMENT 4

FIRST AMENDMENT TO FIRST ASSIGNMENT AGREEMENT

(Amending that certain First Assignment Agreement, dated as of October 1, 2020,
by and between the City of Yuba City and U.S. Bank National Association, as Trustee)

Dated as of February 1, 2022

by and between the

CITY OF YUBA CITY

and

U.S. BANK NATIONAL ASSOCIATION

FIRST AMENDMENT TO FIRST ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to First Assignment Agreement"), is by and between the CITY OF YUBA CITY, a municipal corporation and general law city organized and existing under the laws of the State of California, as lessee (the "City"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), amending that certain First Assignment Agreement, dated as of October 1, 2020, by and between the City and the Trustee (the "First Assignment Agreement");

WITNESSETH:

WHEREAS, the City and the Trustee entered into the First Assignment Agreement in connection with the financing and refinancing of capital projects for Ampla Health (the "Corporation") where the City assigned its right to receive certain Installment Payments from the Corporation;

WHEREAS, pursuant to a First Installment Sale Agreement, dated as of October 1, 2020, the Corporation sold certain real property and improvements to the City and, pursuant to a Second Installment Sale Agreement, dated as of October 1, 2020, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the First Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to First Assignment Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to First Assignment Agreement, shall have the meanings given to those terms in the First Assignment Agreement.

Section 2. Amendment of the First Assignment Agreement.

(a) The following real property described in Exhibit A to the First Assignment Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the First Assignment Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to First Assignment Agreement, all terms and conditions of the First Assignment Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to First Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to First Assignment Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to First Assignment Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to First Assignment Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

CITY OF YUBA CITY, as Assignor

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Assignee

By _____
Name _____
Title _____

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By _____
Name _____
Title _____

ATTACHMENT 5

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

**FIRST AMENDMENT TO DEED OF TRUST
(Butte County)**

WITH

ASSIGNMENT OF LEASES AND RENTS,

SECURITY AGREEMENT

AND FIXTURE FILING

by

AMPLA HEALTH

Dated as of February 1, 2022

**Relating to
\$10,000,000
CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owner Thereof in Purchase Payments to be Made by the
CITY OF YUBA CITY, CALIFORNIA,
As the Purchase Price of Certain Property
Pursuant to a First Installment Sale Agreement with
AMPLA HEALTH**

**FIRST AMENDMENT TO DEED OF TRUST
WITH
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING**

This FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of February 1, 2022, by AMPLA HEALTH, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as trustor (including its successors and assigns, "Trustor"), to FIDELITY NATIONAL TITLE COMPANY, as trustee ("Trustee"), for the benefit of U.S. Bank National Association, as trustee (including its successors and assigns "Certificate Trustee") for the holders of the Certificates (as defined below), and FIRST FOUNDATION BANK, each as beneficiary (including its successors and assigns, the "Bank"; and, together with Certificate Trustee, "Beneficiary") as the current holder of the Certificates, mending that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, modified or restated from time to time, hereinafter referred to as the "Deed of Trust"), dated as of October 1, 2020, by the Trustor, to the Trustee for the benefit of the Certificate Trustee and the Bank, as beneficiaries, recorded on October 9, 2020, as document 2020-0042181, in the Official Records of the County of Butte. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Deed of Trust.

The Deed of Trust is hereby amended by adding the following real property situated in Butte County, State of California, to Exhibit A of the Deed of Trust (known as 2800 Lincoln Boulevard):

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

IN WITNESS WHEREOF, Trustor has executed this Amendment on the day and year set forth above.

TRUSTOR:

AMPLA HEALTH

By _____
Benjamin H. Flores, MPH
President & Chief Executive Officer

ATTACHMENT 6

FIRST AMENDMENT TO SECOND INSTALLMENT SALE AGREEMENT

(Amending that certain Second Installment Sale Agreement, dated as of October 1, 2020,
by and between the City of Yuba City and Ampla Health)

Dated as of February 1, 2022

by and between the

CITY OF YUBA CITY

and

AMPLA HEALTH

FIRST AMENDMENT TO SECOND INSTALLMENT SALE AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to Second Installment Sale Agreement"), is by and between the CITY OF YUBA CITY, a municipal corporation and general law city organized and existing under the laws of the State of California, as lessee (the "City"), and AMPLA HEALTH, a nonprofit public benefit corporation entity organized and existing under the laws of the State of California (the "Corporation"), amending that certain Second Installment Sale Agreement, dated as of October 1, 2020, by and between the City and the Corporation (the "Second Installment Sale Agreement");

WITNESSETH:

WHEREAS, the City and the Corporation entered into the Second Installment Sale Agreement in connection with the financing and refinancing of capital projects for the Corporation (the "Project") where the City sold certain real property and improvements to the City, as described in Exhibit A thereto;

WHEREAS, the City and the Corporation have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the Second Installment Sale Agreement permits amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the City, the Corporation and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to Second Installment Sale Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to Second Installment Sale Agreement, shall have the meanings given to those terms in the Second Installment Sale Agreement.

Section 2. Amendment of the Second Installment Sale Agreement.

(a) The following real property described in Exhibit A to the Second Installment Sale Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the Second Installment Sale Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to Second Installment Sale Agreement, all terms and conditions of the Second Installment Sale Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to Second Installment Sale Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to Second Installment Sale Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to Second Installment Sale Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Corporation have caused this First Amendment to Second Installment Sale Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

CITY OF YUBA CITY, as Purchaser

By _____
Name _____
Title _____

AMPLA HEALTH

By _____
Name _____
Title _____

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By _____
Name _____
Title _____

ATTACHMENT 7

FIRST AMENDMENT TO SECOND ASSIGNMENT AGREEMENT

(Amending that certain Second Assignment Agreement, dated as of October 1, 2020,
by and between the Ampla Health and U.S. Bank National Association, as Trustee)

Dated as of February 1, 2022

by and between the

AMPLA HEALTH

and

U.S. BANK NATIONAL ASSOCIATION

FIRST AMENDMENT TO SECOND ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of February 1, 2022 (this "First Amendment to Second Assignment Agreement"), is by and between AMPLA HEALTH, a nonprofit public benefit corporation entity organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee"), amending that certain Second Assignment Agreement, dated as of October 1, 2020, by and between the Corporation and the Trustee (the "Second Assignment Agreement");

WITNESSETH:

WHEREAS, the Corporation and the Trustee entered into the Second Assignment Agreement in connection with the financing and refinancing of capital projects for the Corporation where the Corporation assigned its right to receive certain Purchase Payments from the City of Yuba City (the "City");

WHEREAS, pursuant to a First Installment Sale Agreement, dated as of October 1, 2020, the Corporation sold certain real property and improvements to the City and, pursuant to a Second Installment Sale Agreement, dated as of October 1, 2020, the City sold such property and improvements back to the City;

WHEREAS, such property is described in Exhibit A to the Second Assignment Agreement;

WHEREAS, the Corporation and the City have agreed to delete a portion of such property and to replace it with certain new property;

WHEREAS, Section 603 of the First Installment Sale Agreement and Section 603 of the Second Installment Sale Agreement permit amendments by the parties thereto, with the prior written consent of the Owners, so long as the opinion of Special Counsel is rendered to the effect that, under existing laws in effect on the date of the opinion, such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

WHEREAS, First Foundation Bank, the sole Owner, has consented to such deletion and replacement; and

WHEREAS, the Corporation, the City and the Trustee are in receipt of an opinion of Special Counsel that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. All defined terms used in this First Amendment to Second Assignment Agreement and the Recitals hereto, unless defined elsewhere in this First Amendment to Second Assignment Agreement, shall have the meanings given to those terms in the Second Assignment Agreement.

Section 2. Amendment of the Second Assignment Agreement.

(a) The following real property described in Exhibit A to the Second Assignment Agreement is hereby deleted:

1000 Sutter Street, Yuba City, CA

Parcel A:

Parcel 1 as shown on Parcel Map No. 1073, filed in the office of the County Recorder of the County of Sutter, State of California, on October 4, 2004, in Book 7 of Parcel Maps, at page 43.

APN: 51-550-039

Parcel B:

A cross access easement over Parcel 4 of Parcel Map No. 981, filed for record in the office of the County Recorder of the County of Sutter, State of California, December 7, 2000, in Book 6 of Parcel Maps, at page 61.

(b) The following real property is hereby added to Exhibit A to the Second Assignment Agreement:

2800 Lincoln Boulevard, Oroville, CA

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CLIFORNIA, ON JUNE 23, 1978, IN BOOK 67 OF MAPS AT PAGE 96.

APN 035-050-090-000

Section 3. Survival. Except as specifically provided in this First Amendment to Second Assignment Agreement, all terms and conditions of the Second Assignment Agreement shall remain in full force and effect, unaltered and unamended hereby.

Section 4. Counterparts. This First Amendment to Second Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Section 5. Governing Law. This First Amendment to Second Assignment Agreement shall be governed by and construed and interpreted in accordance with the Constitution and laws of the State of California without giving effect to conflict of laws principles thereof.

Section 6. Headings. Headings of Sections in this First Amendment to Second Assignment Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to Second Assignment Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

AMPLA HEALTH, as Assignor

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee and Assignee

By _____
Name _____
Title _____

APPROVED:

FIRST FOUNDATION BANK, as Owner:

By _____
Name _____
Title _____

ATTACHMENT 8

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

**FIRST AMENDMENT TO DEED OF TRUST
(Sutter County)**

WITH

ASSIGNMENT OF LEASES AND RENTS,

SECURITY AGREEMENT

AND FIXTURE FILING

by

AMPLA HEALTH

Dated as of February 1, 2022

**Relating to
\$10,000,000
CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the
Owner Thereof in Purchase Payments to be Made by the
CITY OF YUBA CITY, CALIFORNIA,
As the Purchase Price of Certain Property
Pursuant to a First Installment Sale Agreement with
AMPLA HEALTH**

**FIRST AMENDMENT TO DEED OF TRUST
WITH
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING**

This FIRST AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of February 1, 2022, by AMPLA HEALTH, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as trustor (including its successors and assigns, "Trustor"), to FIDELITY NATIONAL TITLE COMPANY, as trustee ("Trustee"), for the benefit of U.S. Bank National Association, as trustee (including its successors and assigns "Certificate Trustee") for the holders of the Certificates (as defined below), and FIRST FOUNDATION BANK, each as beneficiary (including its successors and assigns, the "Bank"; and, together with Certificate Trustee, "Beneficiary") as the current holder of the Certificates, mending that certain Deed of Trust with Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, modified or restated from time to time, hereinafter referred to as the "Deed of Trust"), dated as of October 1, 2020, by the Trustor, to the Trustee for the benefit of the Certificate Trustee and the Bank, as beneficiaries, recorded on October 8, 2020, as document 2020-0016038, in the Official Records of the County of Sutter. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Deed of Trust.

The Deed of Trust is hereby amended by deleting the following real property situated in Sutter County, State of California, described in Exhibit A to the Deed of Trust (known as 1000 Sutter Street):

PARCEL A-1:

PARCEL 1 AS SHOWN ON PARCEL MAP NO. 1073, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON OCTOBER 4, 2004, IN BOOK 7 OF PARCEL MAPS, AT PAGE 43.

APN: 51-550-039

PARCEL A-2:

A CROSS ACCESS EASEMENT OVER PARCEL 4 OF PARCEL MAP NO. 981, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DECEMBER 7, 2000, IN BOOK 6 OF PARCEL MAPS, AT PAGE 61.

IN WITNESS WHEREOF, Trustor has executed this Amendment on the day and year set forth above.

TRUSTOR:

AMPLA HEALTH

By _____
Benjamin H. Flores, MPH
President & Chief Executive Officer

ATTACHMENT 9

FORM OF OPINION OF SPECIAL COUNSEL

[Letterhead of Quint & Thimmig LLP]

February __, 2022

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

Ampla Health
935 Market Street
Yuba City, CA 95991

U.S. Bank National Association
One California Street, Suite 1000
San Francisco, CA 94111

First Foundation Bank
2233 Douglas Boulevard, Suite 300
Roseville, CA 95661

Re: First Amendment to First Installment Sale Agreement, dated as of February 1, 2022, by and between Ampla Health and the City of Yuba City, amending that certain First Installment Sale Agreement, dated as of October 1, 2020, by and between Ampla Health and the City of Yuba City

First Amendment to Second Installment Sale Agreement, dated as of February 1, 2022, by and between the City of Yuba City and Ampla Health, amending that certain Second Installment Sale Agreement, dated as of October 1, 2020, by and between the City of Yuba City and Ampla Health

First Amendment to First Assignment Agreement, dated as of February 1, 2022, by and between the City of Yuba City and U.S. Bank National Association, as trustee, amending that certain First Assignment Agreement, dated as of October 1, 2020, by and between the City of Yuba City and U.S. Bank National Association, as trustee

First Amendment to Second Assignment Agreement, dated as of February 1, 2022, by and between Ampla Health and U.S. Bank National Association, as trustee, amending that certain Second Assignment Agreement, dated as of October 1, 2020, by and between Ampla Health and U.S. Bank National Association, as trustee

All relating to the \$10,000,000 Certificates of Participation Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Purchase Payments to be Made by the City of Yuba City, California, As the Purchase Price of Certain Property Pursuant to a First Installment Sale Agreement with Ampla Health

Ladies and Gentlemen:

We have been requested to provide an opinion with respect to:

1. the First Amendment to First Installment Sale Agreement (the "First Amendment to First Installment Sale Agreement"), dated as of February 1, 2022, by and between Ampla Health (the "Corporation") and the City of Yuba City (the "City"), amending that certain First Installment Sale Agreement (the "First Installment Sale Agreement"), dated as of October 1, 2020, by and between the Corporation and the City;

-
2. the First Amendment to Second Installment Sale Agreement (the "First Amendment to Second Installment Sale Agreement"), dated as of February 1, 2022, by and between the City and the Corporation, amending that certain Second Installment Sale Agreement (the "Second Installment Sale Agreement"), dated as of October 1, 2020, by and between the City and the Corporation
 3. the First Amendment to First Assignment Agreement (the "First Amendment to First Assignment Agreement"), dated as of February 1, 2022, by and between the City and U.S. Bank National Association, as trustee (the "Trustee"), amending that certain First Assignment Agreement (the "First Assignment Agreement"), dated as of October 1, 2020, by and between the City and the Trustee; and
 4. the First Amendment to Second Assignment Agreement (the "First Amendment to Second Assignment Agreement"), dated as of February 1, 2022, by and between the Corporation and the Trustee, amending that certain Second Assignment Agreement (the "Second Assignment Agreement"), dated as of October 1, 2020, by and between the Corporation and the Trustee.

In connection with the following opinions, we have reviewed the First Installment Sale Agreement, the Second Installment Sale Agreement, the First Assignment Agreement, the Second Assignment Agreement, the First Amendment to First Installment Sale Agreement, the First Amendment to Second Installment Sale Agreement, the First Amendment to First Assignment Agreement, the First Amendment to Second Assignment Agreement and such other information and documents as we consider necessary in the circumstances. As to questions of fact material to our opinion, we have relied upon such representations and other certifications of public officials and others furnished to us and such other documents as we deemed necessary in the circumstances, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, and without independent investigation, we are of the opinion, as of the date hereof, that:

(1) the First Amendment to First Installment Sale Agreement is a valid and binding amendment of the First Installment Sale Agreement;

(2) the First Amendment to Second Installment Sale Agreement is a valid and binding amendment of the Second Installment Sale Agreement;

(3) the First Amendment to First Assignment Agreement is a valid and binding amendment of the First Assignment Agreement;

(4) the First Amendment to Second Assignment Agreement is a valid and binding amendment of the Second Assignment Agreement;

(5) the amendments of the First Installment Sale Agreement and the Second Installment Sale Agreement comply with the provisions of the First Installment Sale Agreement and the Second Installment Sale Agreement, will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Purchase Payments.

This opinion is rendered solely for the benefit of the addressees hereof, and may not be relied upon by any other person without our prior written consent.

Respectfully submitted,

CITY OF YUBA CITY
STAFF REPORT

Date: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Yuba City Purchasing System Ordinance and Purchasing Policies Update
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the second reading
Fiscal Impact: Savings of staff time and procurement costs due to improved efficiency and procurement methods.

Purpose:

To procure necessary goods and services for City operating departments in a fair, uniform, and efficient manner.

Background:

Chapter 6 of Title 2 of the City's Municipal Code, Purchasing System, is the City's guiding legal code for the procurement processes and authorization for all purchases of goods and services by the City. It is supplemented by a comprehensive Purchasing Policies and Procedures manual, as required by Section 2.6.24 – Rules and Regulations. The Code was last updated in 2008 to reflect the 2007 reorganization of the City which eliminated the Administrative Services Department, which had previously conducted all purchasing for the City, and to increase the bidding thresholds in response to increased costs for goods and services, including doubling the formal bid threshold to \$50,000 from the \$25,000 that was set in 1993 with Ordinance 16-93.

Since that time, the City has further decentralized the purchasing process, eliminated the supply warehouse, and identified a number of processes that need to be formally refined and clarified. There has also been a significant increase during the proceeding 13 years in the costs of materials, technical/maintenance services, professional services, and supplies across all relevant industries that has impacted both administrative and operational efficiency.

A committee of City staff from the Finance and Public Works Departments reviewed the existing ordinance and policies, current practices, and staff and vendor feedback, and recommends a number of refinements and additions to provide clearer and more uniform guidelines for procurement as well as increasing the authorization thresholds for approving purchases and signing contracts.

Note: A second reading for this item was held on January 18, 2022. However, the second reading is being re-presented on February 1, 2022 in order to ensure full transparency for the public.

Analysis:

Many of the edits in the proposed ordinance (Attachment 1) and updated Purchasing Policies and Procedures (Exhibit 2A) are to clarify language and guidelines and improve reading comprehension for staff users and vendors. This includes restructuring the process guidelines to separate the procurement requirements for materials, technical/maintenance services, and supplies at the informal and formal bidding limits from the professional services procurement requirements, adding an appendix of definitions and expanded information about exemptions from competitive bidding (sole source vendors), contract amendments, and bid specifications and documents, and eliminating redundant or obsolete processes such as requirements regarding the warehouse stock.

In addition, there are two main purposes of the proposed updates: formalize the decentralized purchasing process to reflect current practices and staffing and adjust the dollar authorization thresholds to match changes in industry pricing and more efficiently meet the needs of operating departments. The approval of the Purchasing Policies and Procedures by the City Council would also include refinements to the authorization of signatory authority thresholds.

Decentralized Procurement:

Following the reorganization of the City, the Finance Department was given responsibility for the management and supervision of the purchasing process; however, due to staffing levels and other responsibilities, many of the duties and responsibilities for procurement and approval were transferred to the operating departments themselves rather than remaining centralized as they had been under the previous system. While this decentralization was anticipated at the time of reorganization in 2008, practical application and changes in staffing have highlighted a number of necessary changes to better solidify and facilitate the decentralized purchasing system.

Examples of decentralized responsibilities that have been expanded, added, or clarified in this update include:

- Procurement under the Public Contract Code, including formal public project bids, to the Engineering Division of Public Works
- Vendor relations and vendor evaluation are transferred to the operating departments
- Formal bids or proposals may be conducted by qualified staff from operating departments, rather than just Finance
- Finance is no longer required to evaluate and approve sole source justifications
- Evaluation of specifications and bids are transferred to the operating departments

Procurement Authorization Thresholds:

Costs for goods and services have increased substantially across the City's many industries since the last update of the ordinance in 2008, and overall inflation is now rising at its fastest rate in almost 30 years. Therefore, many common purchases and projects that could have been previously purchased quickly by staff via small purchase order or procurement card or repair services that could be readily contracted by the operating department now exceed upper thresholds, causing delays and adding extra administrative processes that were previously unnecessary for the same procurements.

In order to address inflation, better facilitate the decentralized system, and streamline the procurement

process to be more efficient and user-friendly for both staff and vendors, staff recommends increasing all of the dollar authorization thresholds. The limits for the Department Head and their staff are proposed to increase at a higher ratio in order to reflect the increased independent responsibility of the operating departments in the decentralized system. The current and proposed limits are included in the table below.

Changes to Procurement Authorization Thresholds:

Authority to Approve	Current Limit	Proposed Limit	Procurement Requirement
Staff – small purchase order & procurement card	\$1,000	\$5,000	No competition required
Department Head	\$5,000	\$25,000	Informal – 3 quotes if possible
Finance Director	\$25,000	\$50,000	
City Manager	\$50,000	\$100,000	
Council	>\$50,000	>\$100,000	Formal bid

Exceptions to Procurement Requirements:

- Professional services do not have a competitive requirement (request for proposal process is recommended when possible).
- Public projects are subject to the Public Contract Code instead, which includes dollar thresholds, bidding requirements, and authorization instructions.
- Finance-maintained direct pay list for unique procurement situations is exempt from much of the regular City encumbrance process, such as invoices from government agencies, utility providers, and subscription services.
- The City may participate in collective, cooperative bids with other agencies or “piggyback” off of a competitively bid contract from another agency.

On December 21, 2021, City Council introduced the proposed Ordinance and adopted the Purchasing Policies and Procedures Manual Update.

Fiscal Impact:

There is no immediate cost to enacting the ordinance outside of staff time to develop and implement the changes to the Municipal Code. Staff expects time efficiencies and cost savings due to increased contracting and expenditure flexibility and the streamlined procurement process.

Alternatives:

1. Direct staff to modify the proposed code and/or policy manual.
2. Do not amend the code and/or policy.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the second reading.

Attachments:

1. Purchasing Ordinance Attachment 1 - Ordinance Update
2. Purchasing Ordinance Attachment 2 - Policy Manual Adoption
3. Purchasing Ordinance Exhibit 2A - Purchasing Manual

Prepared By:

Scarlett O. Harris
Administrative Analyst I

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AMENDING CHAPTER 6 (PURCHASING SYSTEM) OF TITLE 2 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City Council of Yuba City ("City") is authorized by the California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council has adopted the Yuba City Municipal Code, which it periodically updates to improve the operations of the City and the quality of its services; and

WHEREAS, City Council desires to update and amend the Yuba City Municipal Code Title 2 Chapter 6 (Purchasing System) to best address the operational needs of the City.

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

Section 1.

The above recitals are all true and correct and are hereby adopted as findings.

Section 2.

The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines ("CEQA Guidelines"), and the environmental regulations of the City. The City Council finds and determines that the proposed ordinance is not a "project" for the purposes of CEQA and consistent with CEQA Guidelines Section 15378, as it is a continuing administrative activity of general policy and procedure making that will not result in direct or indirect physical changes in the environment. Therefore, the proposed ordinance is not subject to CEQA.

Section 3.

Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code hereby is amended to read in its entirety as follows:

CHAPTER 6. PURCHASING SYSTEM

Sec. 2-6.01. Purpose and objectives.

The purpose of this chapter is to establish efficient procedures for the purchase of supplies, materials, equipment, contractual services, and construction work for both public projects as defined in the Public Contracts Code or non-public projects for the City at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, and to clearly define the authority for the purchasing function.

Sec. 2-6.02. Definitions.

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

- (a) *"Contractual services:"* ~~I shall mean~~ the rental, repair, or maintenance of equipment, machinery, and other City-owned property and other services of a like nature.
- (b) *"Open market purchases:"* ~~P shall mean~~ purchases made without prior newspaper advertising or Council action.
- (c) *Professional services:* Services performed by independent consultants such as legal, engineering, programming, planning, environmental, economic, financial, testing, specialized temporary employee services, medical, dental, accounting, surveying, landscape architecture, advertising, design, etc. This may also include services requiring peculiar or specialized abilities which by state law do not require competitive bidding.
- (d) *"Public project:"* The City elects to be subject to the Uniform Public Construction Cost Accounting Act as set forth in Section 22000 et seq. of the Public Contract Code ("Act"), and the uniform construction cost accounting procedures as set forth in said Act. Public project shall be as defined in the Act and shall be performed or awarded in accordance with the Act as the Act now reads or as hereinafter amended.
- (~~e~~) *"Purchasing Officer:"* ~~I shall mean~~ the City Manager and/or the individual(~~s~~) designated by the City Manager as Purchasing Officer.
- (~~f~~) *"Supplies," "materials," and "equipment:"* ~~A shall mean~~ any and all articles or things which shall be furnished to or used by any department, or division thereof.
- (g) *Operating department:* Any department that utilizes the goods and/or services purchased under a requisition.

Sec. 2-6.03. Purchasing subject to other regulations.

Purchases of supplies, materials, equipment, contractual services, and public projects shall be made subject to such regulations as may be prescribed by resolution of the Council and to the provisions of the Public Contract Code.

Sec. 2-6.04. Exemptions from centralized purchasing.

The City Manager or designee shall be authorized to process for payment those claims against the City where a reasonable advance estimate of costs is not possible or for essential services of a recurring nature. ~~Included, but not limited to this authorization, shall~~ This shall include, but is not limited to, ~~be~~ such items as utility services for telephone, electricity, and gas, approved claims for liability under the City's insurance program, renewal premiums for authorized insurance policies, and all expenditures for the City's payroll and employee withholdings.

Sec. 2-6.05. Purchasing Officer—Powers and duties.

The Purchasing Officer shall have the power and duty to purchase or contract for supplies, materials, equipment, and contractual services needed by any and all departments of the City.

Sec. 2-6.06. ~~Estimates of requirements~~Procurement documentation.

All ~~operating~~using departments shall file with the Purchasing Officer ~~detailed estimates~~appropriate documentation of their requirements for supplies, materials, equipment, and contractual services in such manner, at such times, and for such future periods as the Purchasing Officer shall prescribe and in accordance with the City's retention policy.

Sec. 2-6.07. Requisitions.

Each department, or division thereof, shall utilize the form of requisition to be prescribed by the Purchasing Officer. No purchase requisition shall be initiated unless the department has a sufficient unencumbered balance in excess of all unpaid obligations to defray the amount of such order.

Sec. 2-6.08. Open market purchases and sales.

- (a) *Purchases up to \$~~51~~,000.* The small purchase order or procurement card, as prescribed by the Purchasing Officer, may be used for purchases up to \$~~51,000~~ by any employee authorized by their Ddepartment Hhead. ~~Procurement Card purchases as prescribed by the Purchasing Officer may be used for purchases up to \$1,000.~~
- (b) *Purchases and sales up to \$~~25~~,000.*
 - (1) *Purchases up to \$~~25~~,000.* The large purchase order prescribed by the Purchasing Officer may be used for the purchase of supplies, materials, equipment, or contractual services greater than \$~~51~~,000 and up to \$~~25~~,000, and may be made by City departments in the open market. Insofar as ~~it~~ is practical, no less than three quotes vendors shall be solicited to submit quotations~~from vendors~~. Award shall be made to the responsible vendor offering the lowest acceptable quotation. The names of the vendors submitting quotations, the date, and the amount of the quotation shall be recorded and maintained as a public record.
 - (2) *Sales up to \$~~25~~,000.* City property, except real property, that has become obsolete or is to be disposed of for any other reason valued up to \$~~25~~,000 may be sold by the Purchasing Officer in the open market. Insofar as ~~it~~ is practical, no less than three offers shall be solicited from potential buyers. The sale shall be made to the buyer making the highest offer.
- (c) *Purchases and sales up to \$~~10050~~,000.*
 - (1) *Purchases up to \$~~10050~~,000.* Purchases of supplies, materials, equipment, or contractual services greater than \$~~25,05~~,000 and up to \$~~10050~~,000 may be made by the Purchasing Officer in the open market through the informal bid process. The large purchase order shall be as prescribed by the Purchasing Officer.
 - (2) *Sales up to \$~~10050~~,000.* City property, other than real property, that has become obsolete or is to be disposed of for any other reason and whose value is greater than \$~~255,00~~00 and up to \$~~10050~~,000 may be sold by the Purchasing Officer through the informal bid process. Insofar as ~~it~~ is practical, no less than three offers shall be solicited from potential buyers. The sale shall be made to the buyer making the highest offer.
- (~~d~~3) *Soliciting informal bids.* The Purchasing Officer shall serve the best interest of the City through soliciting informal bids by direct mail requests/e-mail, checking prices by telephone

inquiry, the comparison of prices on file, use of the internet, or by other appropriate means. Insofar as it is practical, no less than three vendors shall be solicited to submit quotations. Informal bid awards for purchases shall be made to the responsible vendor offering the lowest acceptable quotation, sales shall be made to the buyer making the highest acceptable offer. The Purchasing Officer shall keep a record of all open market purchases and sales and informal bidding competition thereon, and such records shall be maintained as a public record.

- (ed) *Rejection of informal bids, offers, or quotations.* The Purchasing Officer may reject any and all informal bids, offers, or quotations when, ~~in his or her~~ at the Purchasing Officer's discretion, it shall be in the best interest of the City to do so.
- (fe) *Public projects informal bidding procedures.* Except as otherwise authorized by Section 22032(a) of the Public Contract Code, pPublic projects as defined by the Uniform Public Construction Cost Accounting Act may be let to contract by informal procedures as set forth in Section 22000, et seq., of the Act as follows:
- (1) A list of contractors shall be developed and maintained in accordance with the provisions of Public Contracts Code § 22034 and criteria promulgated from time ~~to~~ time by the California Uniform Construction Cost Accounting Commission.
 - (2) Where a public project is to be performed which is subject to the provisions of this chapter, a notice inviting informal bids shall be mailed, faxed, or emailed ~~mailed~~ to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Public Contracts Code § 22036. Additional contractors and/or construction trade journals may be notified at the discretion of the City, provided, however:
 - (i) If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.
 - (ii) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
 - (3) The Purchasing Officer is authorized to award informal contracts pursuant to this chapter.
 - (4) All mailing of notices ~~to contractors and construction trade journals~~ pursuant to this subsection shall be completed not less than ten calendar days before the bids are due.
 - (5) The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

Sec. 2-6.09. Purchases and sales ~~above limits for~~ formal bidding.

- (a) ~~(a)~~ *Soliciting bids; notices.* Purchases of supplies, materials, equipment, contractual services, and sales of City property, except real property, which has become obsolete or unusable or for any other reason is to be disposed of, when the total expenditure or the value of the City property to be sold exceeds the limits of Section 2-6.08(c) of ~~the City of Yuba City Municipal~~ this Code as the same now reads or as hereinafter amended, shall be

made after notice has been posted on the City's website and/or two notices inviting bids are published in a newspaper of general circulation within the City, the first publication advertisement of which shall begin at least ~~ten~~ 14 days before the time for opening the bids.

(1) Notices ~~for receiving~~ inviting formal bids for the construction of public projects ~~will~~ shall be provided in accordance with Public Contracts Code § 22037.

- (b) *Tabulating bids and award.* At the time specified in the notice inviting bids, such bids shall be opened publicly and declared by the City Clerk or designee. The Purchasing Officer or designee shall review all bids received and make award recommendations to City Council. Public records of all bids received shall be maintained as per the City's retention policy.
- (c) *Rejection of bids.* The City Manager ~~or~~ /City Council may reject any and all bids presented and may re-advertise at its discretion.

Sec. 2-6.10. Splitting purchases prohibited.

No undertaking involving amounts in excess of the ~~statutory limits~~ set forth in Section 2-6.09(a) ~~08(a), (b), and (c) of this Code hereof~~ shall be split into parts by the ~~D~~department ~~H~~head requesting the purchase or by the Purchasing Officer so as to produce amounts less than the referenced statutory limits set forth herein for the purpose of avoiding the provisions of this chapter.

Sec. 2-6.11. Bidder's security.

When deemed necessary by the Purchasing Officer, bidder's security may be required. Bidders shall be entitled to the return of bid security; ~~provided,~~ however, a successful bidder shall forfeit ~~his or her the~~ bid security upon refusal or failure to execute the contract within ~~10~~ ten days after the contract is awarded, unless the City is responsible for the delay. On the refusal or failure of the successful bidder to execute the contract, the bid may be awarded to the next lowest responsible bidder. If the contract is awarded to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

Bidder's security for the construction of public projects shall be required in accordance with Public Contracts Code § 20170 or as amended.

Sec. 2-6.12. Performance bonds.

When deemed necessary by the Purchasing Officer, a performance bond may be required before entering into a contract in such amount as is reasonably necessary to protect the best interests of the City.

Sec. 2-6.13. Labor/materialPayment bonds.

When deemed necessary by the Purchasing Officer, or for a public works contract involving an expenditure in excess of \$25,000 as said amount may be amended by Civil Code § 9550, a labor/material bond may payment bond shall be required before ~~entering into a contract~~ commencement of work in such amount as is reasonably necessary to protect the best interest of the City. Labor and materialsPayment bonds for the construction of public projects shall comply with the requirements of Civil Code § 9554 ~~will be in accordance with Civil Code § 3247 or~~ as amended.

Sec. 2-6.14. Exemptions from competitive bidding.

Competitive bidding requirements for purchases and sales over the limits set forth in Section 2-6.0~~89~~ may be waived when the Council determines that it is in the best interest of the City to do so. The conditions authorizing waiver of the competitive bidding requirements may include, but not be limited to, cooperative purchasing or sales in conjunction with other governmental entities (including piggybacking), professional services, annual service or supply agreements, or purchases necessary for standardization on particular types of equipment or sole source when the purchase or sale can only be obtained from one source.

Sec. 2-6.15. Emergency purchases including public projects.

- (a) In the event an emergency shall arise which precludes action by the Council and ~~which-that~~ requires any purchase of supplies, materials, equipment, or contractual services, the Purchasing Officer is hereby authorized to secure in the open market at the lowest obtainable price any such supplies, materials, equipment, or contractual services even though the amounts thereof shall exceed the ~~statutory~~ limits set forth in Section 2-6.0~~98~~. In each such instance, the Purchasing Officer shall submit to the Council in writing a full explanation of the circumstances of such emergency and a description of the supplies purchased; this-which report shall become a part of the records of the next ensuing meeting of the Council and be open for public inspection.
- (b) Pursuant to ~~the~~ Public Contracts Code § 22050, in the event of an emergency for public projects, the authority to order any action required by an emergency to procure the necessary equipment, services, and supplies, without giving notice to bids to let contracts, is delegated to the City Manager. If the City Manager orders such action, the City Manager shall report to the Council at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. The Council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the City Manager has terminated that action prior to the Council reviewing the emergency action and making a determination pursuant to this Subsection.

Sec. 2-6.16. Purchase orders—Preparation.

Upon ascertaining the price to be paid for any supplies, materials, equipment, or contractual services, the Purchasing Officer shall prepare a purchase order on a prescribed form.

Sec. 2-6.17. Encumbrance of funds.

Upon the receipt of a copy of the purchase order from the Purchasing Officer, the Finance Division shall encumber any amount of purchase over \$~~54~~,000 against the unencumbered appropriated balance indicated on the records of such department as the purchase is made. This may be completed electronically.

Sec. 2-6.18. Receipt of purchases.

Upon the receipt by any department of supplies, materials, ~~and~~ equipment, ~~and contractual services~~, the ~~operating~~ Department ~~Head~~ or designee shall be responsible for ~~the making of~~ a careful check of the quality, condition, and quantity received against a copy of the purchase order ~~and the packing lists~~. ~~If all of the supplies, materials, and equipment referred to in the purchase order have been received, the department head or designee shall sign the receiving copy of the purchase order, attaching thereto the packing lists/invoice, if any, and forward the same to the Finance Department. If a delivery represents only a partial delivery of the supplies, materials, and equipment, the department receiving the delivery shall request a partial payment for the items actually received and send the request to the Finance Department, as appropriate. Upon receiving the balance of the order, the department head shall sign the receiving copy of the purchase order and return it to the Finance Department to determine their conformance with the specifications set forth in the order or contract. If the goods or services have been determined to be satisfactory and in conformance with the purchase order, the operating department shall approve and forward any invoice(s) to the Finance Department for payment.~~

Sec. 2-6.19. Invoices.

The Finance Department shall compare the vendor's invoice with the copy of the purchase order. It shall check the invoice for correctness of unit prices, discounts, transportation allowances, and the like, and with the reports of quantity and quality of goods received. Upon satisfaction that the invoice is correct, the Finance Department shall approve the invoice for payment.

Sec. 2-6.20. Inspections of goods received.

~~The Purchasing Officer shall inspect, or cause to be inspected, all deliveries of supplies, materials, equipment, and contractual services to determine their conformance with the specifications set forth in the order or contract. Any department, or division thereof, having the staff and facilities for adequate inspection may be authorized by the Purchasing Officer to inspect all deliveries made to such using department.~~

Sec. 2-6.21. Storerooms and warehouses.

~~The Purchasing Officer shall control and supervise, or cause to be controlled and supervised, all storerooms and warehouses.~~

Sec. 2-6.22. Warehouse revolving fund—Inventory records.

~~The Council shall provide a warehouse revolving fund of sufficient amount to finance the purchase and storage of supplies, materials, and equipment which are used in sufficient quantities to effect advantageous purchasing and storage. Such fund shall be under the control of the Purchasing Officer, who shall also be responsible and accountable for all supplies, materials, and equipment in his or her custody and shall maintain, or cause to be maintained, a suitable inventory record thereof.~~

Sec. 2-6.203. Surplus and unclaimed property.

- (a) *Surplus/unclaimed property.* The Purchasing Officer shall have the ~~authority~~power to sell, exchange, or trade in all supplies, materials, and equipment which are no longer used, ~~or~~

~~which~~ have become obsolete, worn out, or scrapped, or which have become unsuitable for public use. ~~The Purchasing Officer shall have the power to sell unclaimed property, or to exchange for or trade in the same on new supplies, materials, and equipment.~~ All unclaimed property shall be sold or otherwise disposed of in accordance with Civil Code § 2080 et seq. ~~The Purchasing Officer shall have the power to sell unclaimed property.~~ All sales shall be in accordance with the provisions outlined in Section 2-6.08 and Section 2-6.09.

- (b) *Disposal of personal property not worth more than \$500.* Pursuant to Welfare and Institutions Code § 217, in lieu of the provisions contained in Civil Code § 2080, an alternative procedure is established with respect to the disposal of unclaimed personal property not worth more than \$500. The Purchasing Officer is authorized with respect to such personal property, ~~not worth more than \$500~~ which has ve been unclaimed for at least 90 days, to transfer and deliver any such items to the Probation Officer of the County, to the Welfare Department of the County or to any charitable or nonprofit organization which is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency, and which is exempt from income taxation under ~~f~~Federal or sState law, ~~or both~~, for use in any program or activity designed to prevent juvenile delinquency.

Sec. 2-6.214. Rules and regulations.

The Purchasing Officer shall establish, and from time ~~to~~-time amend, all rules and regulations authorized by this chapter and any others necessary to its operation. Such rules and regulations, and amendments thereto, shall be subject to the approval of the Council by resolution.

Sec. 2-6.25. Annual reports.

~~The Purchasing Officer shall submit to the Finance Department an annual inventory of the supplies, materials, and equipment purchased through the Warehouse Revolving Fund for the prior fiscal year.~~

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 5. This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 21st day of December, 2021, and passed and adopted at a regular meeting held on the ____th day of _____, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Ciara Wakefield, Deputy City Clerk

Dave Shaw, Mayor

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLC

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING THE PURCHASING POLICIES AND PROCEDURES MANUAL UPDATE**

WHEREAS, the City Council is in the process of updating and amending Yuba City Municipal Code Chapter 6 (Purchasing System) of Title 2 to best address the operational needs of the City; and

WHEREAS, as part of this process, the Purchasing Officer, per Municipal Code Section 2-6.21. Rules and Regulations, remains charged to establish and amend all necessary rules and regulations to properly carry out the operations of the Purchasing System, subject to approval of the City Council by resolution; and

WHEREAS, the City of Yuba City has prepared an updated Purchasing Policies and Procedures manual to instruct staff on the procurement of materials, supplies, technical/maintenance services, professional services, and all other desired purchases in accordance with and to implement the proposed changes to the City's Municipal Code; and

WHEREAS, the City Council now desires to contingently approve the updated Purchasing Policies and Procedures manual subject to the enactment of the proposed changes to Chapter 6 of Title 2 of the City's Municipal Code; and

WHEREAS, it is also the Council's intent to update the signatory authority thresholds as part of the approval of the Purchasing Policies and Procedures.

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

1. The City Council adopts the Purchasing Policies and Procedures, dated January 2022 and attached hereto as Exhibit 2A, subject to an "Ordinance of the City Council of Yuba City Amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code" being adopted and becoming effective within 90 days of the approval of this Resolution. The City Council further authorizes the Purchasing Officer or designee to make any minor and typographical edits to said Purchasing Policies and Procedures as deemed necessary.
2. The City Council authorizes the Purchasing Officer to administer and designate the procurement of goods and services as described therein, upon the adoption and enactment of the "Ordinance of the City Council of Yuba City Amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal 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 21st day of December, 2021.

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Exhibit 2A: Purchasing Policies and Procedures

EXHIBIT 2A

PURCHASING POLICIES AND PROCEDURES



**Continuity
Uniformity
Fairness
Equity
Responsibility**

City of Yuba City Purchasing



CITY OF YUBA CITY PURCHASING POLICES AND PROCEDURES TABLE OF CONTENTS

SECTION 1: PURPOSE AND POLICY STATEMENT	1
1-1. Purpose	1
1-2. Policy Statement	1
SECTION 2: ETHICS, GIFTS, AND UNAUTHORIZED PURCHASES	1
2-1. Code of Ethics	1
2-2. Gifts and Special Considerations	2
2-3. Unauthorized Purchases	2
SECTION 3: PURCHASING OFFICER RESPONSIBILITIES	3
SECTION 4: FINANCE DEPARTMENT RESPONSIBILITIES	3
SECTION 5: PUBLIC CONTRACT CODE	4
5-1. Engineering Division Responsibilities	4
SECTION 6: CITY CLERK RESPONSIBILITIES	4
SECTION 7: OPERATING DEPARTMENTS RESPONSIBILITIES	5
SECTION 8: PROCUREMENT PROCEDURES	6
8-1. Informal Procurement	6
8-2. Formal Procurement Over \$100,000	7
8-3. Technical/Maintenance Services	9
8-4. Standard Agreement	10
8-5. Blanket Purchase Orders	10
8-6. Changes to and Cancellation of Purchase Orders	11
SECTION 9: SPECIAL PROCUREMENT CIRCUMSTANCES	11
9-1. Finance Department Procurements	11
9-2. CDBG and Other Applicable Federal Grants	12
9-3. Sole Source Purchases	12
9-4. Emergency Purchases up to \$100,000	13
9-5. Emergencies Over \$100,000	13
9-6. Emergency Public Projects	13
9-7. Cooperative Purchases	13
9-8. Piggyback onto Existing Contract	14
9-9. Exemptions from Obtaining a Purchase Order	14
SECTION 10: PROFESSIONAL SERVICES	16
10-1. Definition	16

10-2. Operating Department Responsibilities	16
10-3. Decentralized	16
10-4. Solicitation of Proposals	17
10-5. Selection of Consultant	17
10-6. City Attorney Review and Approval	17
10-7. Procurement Limits	17
10-8. Changes to and Cancellation of Purchase Orders	18
<u>SECTION 11: CONTRACT AMENDMENTS FOR TECHNICAL/MAINTENANCE OR PROFESSIONAL SERVICES</u>	18
11-1. Operating Department Responsibilities	18
11-2. Amendment Cost Limits	19
<u>SECTION 12: SPECIFICATIONS</u>	19
12-1. Developing Specifications	19
12-2. Standardization	20
12-3. “Or Equal”	20
12-4. Vendor Assistance in Writing Specifications	20
12-5. Review of Specifications	20
<u>SECTION 13: VENDOR RELATIONS</u>	21
<u>SECTION 14: PROTEST PROCEDURE AND ADMINISTRATIVE APPEAL</u>	21
14-1. Bid Protests	21
14-2. Administrative Appeals	22
14-3. Public Project Protests and Appeals	22
<u>SECTION 15: SURPLUS AND UNCLAIMED PROPERTY</u>	23
15-1. Surplus/Unclaimed Property	23
15-2. Disposal of Personal Property (Less than \$500)	23
<u>SECTION 16: FEDERALLY DECLARED EMERGENCIES</u>	23
 <u>APPENDIX I: DEFINITIONS</u>	

CITY OF YUBA CITY

PURCHASING POLICIES AND PROCEDURES

Effective January 2022

SECTION 1: PURPOSE AND POLICY STATEMENT

1-1. Purpose:

The purpose of these policies and procedures is to provide the City of Yuba City a means of assuring continuity and uniformity in its purchasing practices; to provide for the fair and equitable treatment of all persons involved in the procurement process; to define the responsibilities of the Purchasing Officer, Finance Department, Engineering Division, City Clerk, and operating departments; and to develop a purchasing manual.

The guiding principle of these purchasing procedures shall be to comply with state law, the City's Municipal Code, and the adopted budget on all purchases and contracts.

Guidelines for purchasing materials, supplies and services are provided herein and the "City of Yuba City Procurement Card Handbook," which is available on CityNET.

1-2. Policy Statement:

The policies and procedures contained herein are promulgated under the authority of the Yuba City Municipal Code Title 2, Chapter 6, Section 21, which states: "The Purchasing Officer shall establish, and from time-to-time amend, all rules and regulations authorized by this chapter and others necessary to its operation. Such rules and regulations, and amendments thereto, shall be subject to the approval of the Council by resolution."

The Finance Director is charged with the responsibility and authority for coordinating and managing the procurement of the City's materials, supplies, and services.

Procedures outlined herein are to be followed by the Finance Department and operating departments when procuring materials, supplies, and services.

SECTION 2: ETHICS, GIFTS, AND UNAUTHORIZED PURCHASES

2-1. Code of Ethics:

1. To regard public service as a sacred trust, giving primary consideration to the interests of the public agency and citizenry that employ us.
2. To purchase without prejudice, seeking to obtain the maximum value for each dollar expended.
3. To avoid unfair practices, giving all qualified vendors equal opportunity.
4. To honor our obligations and require that obligations to our public agency be honored.

5. To accord vendor representatives courteous treatment, remembering that these representatives are important sources of information and assistance in solving our purchasing needs.
6. To refuse to accept any form of commercial bribery and prevent any appearance of so doing.
7. To be receptive to counsel from our colleagues and to cooperate with them to promote a spirit of teamwork and unity.
8. To conduct ourselves with fairness and dignity, and to demand honesty and truth in the purchasing process.
9. To strive for greater knowledge of purchasing methods and of the materials we purchase.
10. To cooperate with all organizations and individuals involved in activities designed to enhance the development of the purchasing profession, remembering that our actions reflect on the entire purchasing profession.

2-2. Gifts and Special Considerations:

These policies and procedures shall not be used by a City employee to procure, or assist in procuring, any materials, supplies, services, or equipment for the personal use of any employee, officer, or official of the City.

City employees, officers, or officials by virtue of position are not entitled to any special consideration from vendors and merchants in their personal affairs, nor are they to attempt to procure materials for personal use or for any other person.

City employees shall not solicit or accept gifts, entertainment, or anything more than \$50.00 in value from vendors or others. Examples of acceptable gifts might include pencils, scratch pads, and other advertising supplies.

2-3. Unauthorized Purchases:

Except for procurement card purchases, emergencies, or other authorized exemptions, no purchases shall be made without an authorized purchase order. Purchases without an authorized purchase order or otherwise falling within an exception are void and not considered an obligation of the City. See Section 9 (Special Procurement Circumstances) for further information on exemptions from the purchase order process.

Invoices without an authorized purchase order, except for procurement card purchases and other authorized exemptions per Section 9, may be returned to the vendor unpaid at the discretion of the City.

The person ordering the unauthorized purchase may be held personally responsible for the error per the Personnel Rules and Regulations Section 1.16 – Discipline.

SECTION 3: PURCHASING OFFICER RESPONSIBILITIES

When there is reference to the Purchasing Officer, it refers to the City Manager or their designee. The Purchasing Officer duties are generally delegated to the Finance Director or their designee. The Purchasing Officer shall:

1. Be charged with the responsibility and authority for coordinating and managing the procurement of the City's materials, supplies, and services.
2. Negotiate, purchase, and/or contract for the City the needed quality in equipment, supplies, and services from the lowest responsible bidder.
3. Endeavor to promote full and open competition on purchases when at all possible.
4. Monitor and ensure (or cause to be) that no single professional services consultant or sole-sourced vendor is paid more than \$100,000 per fiscal year without prior Council authorization.
5. Revise and maintain these policies and procedures as needed to ensure Municipal Code compliance and protect the interest of the City of Yuba City.
6. Ensure adequate funding is secured in the fund accounts against which any purchase is to be charged.

When there is reference to the City Manager by title, it refers to the City Manager in their role as the Chief Executive Officer and their authority to approve and sign contracts and purchase orders.

SECTION 4: FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall ensure that the purchasing functions operate efficiently and assist operating departments. Finance shall:

1. Maintain open communication with operating departments and become acquainted with the needs of the various City departments and divisions.
2. Support department/division requisitions.
3. Assist purchasing, as needed, materials, supplies, and services required by any department/division.
4. Follow-up, expedite, and resolve problems with orders as requested.
5. Identify, evaluate, and utilize purchasing arrangements which best meet the needs of the City (e.g., cooperative purchases, blanket purchase orders, contractual agreements, etc.)
6. Assist operating departments with research and recommendations for developing specifications, and review specifications for completeness of information and open and competitive language.
7. Issue purchase orders to the requesting operating departments after completion of all required procurement processes.
8. Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of purchasing.

9. Act as the City's agent in the disposal and transfer of surplus materials. The Finance Department may designate the operating departments to assist in or conduct this process.
10. Prescribe and maintain all forms and records necessary for efficient operation. The most current and acceptable mandatory and voluntary forms and templates shall be readily accessible to the operating departments on CityNet. The Standard Agreement and Professional Services Agreement templates shall be as approved by the City Attorney.
11. Maintain approved direct pay vendor list.

SECTION 5: PUBLIC CONTRACT CODE

The City's Engineering Division of the Public Works Department is the focal point for all "public projects." As per City Municipal Code 2-6.02(d) (Public project):

The City elects to be subject to the Uniform Public Construction Cost Accounting Act as set forth in Section 22000 et seq. of the Public Contract Code ("Act"), and the uniform construction cost accounting procedures as set forth in said Act. Public project shall be as defined in the Act and shall be performed or awarded in accordance with the Act as the Act now reads or as hereinafter amended.

5-1. Engineering Division Responsibilities:

1. Maintain a bid numbering system to be used citywide for all informal and formal Public Contract Code bids.
2. Maintain the City's required public record for all Public Contract Code bids.
3. Mail a written notice in November, of each year, to construction trade journals/exchanges in accordance with the Cost Accounting Policies and Procedures Manual of the California Uniform Public Construction Cost Accounting Commission.
4. Maintain a Public Works construction projects formal and informal bidding matrix.
5. Assign a project lead for all Public Works formal bid projects being conducted for the City.
6. Have a representative attend their bid opening to be held publicly.

SECTION 6: CITY CLERK RESPONSIBILITIES

City Clerk or designee shall:

1. Receive and hold Finance formal and Public Contract Code bids prior to the bid opening.
2. Date and time stamp bids at the time of receipt. Bids will also be logged into a tracking system devised by the Office of the City Clerk.
3. Open and read bids publicly at the location, date, and time specified.

4. Maintain and publicly post the official bid clock; the clock shall be clearly visible and marked.

SECTION 7: OPERATING DEPARTMENTS RESPONSIBILITIES

Any department that utilizes the goods and/or services purchased under a requisition shall be referred to as an operating department. Operating departments shall:

1. Maintain open communication with the Finance Department.
2. Monitor for any problems with vendor relations, shipping, (e.g., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations and/or concerns as necessary, in order to follow-up and resolve the problem.
3. Review and update annually, or as needed, an authorized signature list designating those individuals who are delegated the authority to sign purchase orders, Request for Payment forms, and invoices eligible for payment and their specified dollar limits. The Department Head shall provide this authorized signature list to the Purchasing Officer or designee on the form provided on CityNet.
4. Anticipate requirements sufficiently in advance, allowing adequate time to obtain materials, supplies, and services in accordance with the best purchasing practices.
5. Provide detailed and accurate specifications to ensure materials, supplies, and services obtained are consistent with expectations and requirements.
6. Coordinate and establish vendor relations, locate vendors, and evaluate vendor performance, bids, and responses.
7. Strive to obtain the highest quality goods consistent with operational needs, from the most responsible bidder, offering a price that is the most advantageous to the City.
8. Prepare purchase orders/requisitions carefully and properly in accordance with instructions; submit purchase requisitions to the Finance Department through the City's finance management software (Pentamotion at time of policy approval).
9. Minimize emergency and sole source purchases and, when such purchases are necessary, fully comply with the Municipal Code and this policy, including obtaining City Council or City Manager approval whenever necessary.
10. Make written recommendations, as required, based upon specification criteria, as well as perform reference checks to assist in determining lowest responsible bidder/proposer. Present a written memorandum to Finance when less than three quotes have been received or when not awarding to the lowest responsible vendor.
11. Ensure adequate funding is available in the fund accounts against which any purchase is to be charged.
12. Authorized individuals may purchase materials, supplies, and services by small purchase order or procurement card of a value up to \$5,000. Departments must exercise reasonable prudence in seeking price quotes when purchasing such items. All such purchases shall be made with funds in an unencumbered appropriation.

SECTION 8: PROCUREMENT PROCEDURES

The primary purchasing objective is to obtain suitable goods, services, and construction at economic prices, as these acquisitions are direct costs to the taxpayer. The Municipal Code and purchasing policy require competition for all purchases over \$5,000 and sealed competitive bids for over \$100,000.

1. Bidding limits are generally “per order,” and orders are not to be split to circumvent the specified limits.
2. The estimated full-value cost of the item plus tax before any discount is the amount to be considered in determining bidding requirements. Even though the net purchase price could be lower than the bid thresholds, the asset value would be the full price of the item.

All purchases of supplies, equipment, and technical/maintenance services which qualify as part of a public project as defined by the Uniform Construction Cost Accounting Act shall be made in accordance with the Public Contract Code and Municipal Code Section 2-6.02. (see Section 5).

8-1. Informal Procurement:

The bidding limits below refer to supplies and technical/maintenance services and do not include professional/consultant services (see Section 10) or “public projects” (see Section 5). The bidding limits are below.

8-1.1. Bidding Limits and Requirements:

Bidding Limit	Approving Authority	Procurement Requirement	Document Retention
Up to \$5,000	Authorized staff	No competition required	No separate retention – invoice should be attached to small PO or procurement card report for Accounts Payable
\$5,000.01 to \$25,000	Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by Department Head	Retained by operating department with purchase order
\$25,000.01 to \$50,000	Finance Director Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by Department Head	Retained by Finance with record of purchase order

\$50,000.01 to \$100,000	City Manager Finance Director Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by City Manager	Retained by Finance with record of purchase order
--------------------------	---	---	---

8-1.2 Informal Procurement Rules

1. Documents to be retained include written quotations and/or sole source justification, a copy of the agreement, and other associated required documents as applicable. Retention shall be in accordance with the City's retention guidelines. Original contracts shall be given to the City Clerk's office for retention.
2. Small purchase order or procurement card systems may be used for procurements up to \$5,000; above \$5,000 must use large purchase order system.
3. Staff procuring items via small purchase order or procurement card must be approved by the Department Head up to an appropriate procurement limit via the authorized signatures list maintained by the Finance Department.
4. Purchases that in total exceed a bidding limit are not to be split in order to obtain equipment, materials, or services under a lesser level of approval and procurement requirements.
5. A Request for Quotation form is recommended, though not required, for any informal bid above \$25,000, and should be accompanied by specifications, insurance requirements, and contract agreement as applicable.

8-1.3. Justification:

Whenever the bidding/proposal process is dispensed with or the lowest bidder is not used, recommendation and justification for doing so shall be in writing and forwarded to the Finance Department at the time the requisition is prepared. It shall be signed by the requesting Department Head.

8-2. Formal Procurement Over \$100,000 (Not for Public Projects)

1. Formal procurement process is required.
2. Competitive bidding is required unless otherwise authorized in these policies and procedures.
3. Written sole source justification can be used in certain circumstances with City Council approval, as per Section 9-3.
4. City Council approval is required.
5. Formal bids for public projects, including associated dollar thresholds, shall be done in accordance with Public Contract Code Section 22030 et seq., as per Section 5 of this policy.

8-2.1. Formal Bids:

Formal quotations are written bids or proposals requiring a formal closing time/date. Public notices are posted on the City's website and/or advertised in the local newspaper, at least ten days prior to the opening of the bids. When advertised in the newspaper, invitations for bid will be published at least two times. Formal bids are opened in public.

8-2.2. Formal Proposal Process:

The formal proposal process may be used in procurements involving complicated and performance-type specifications which may require involved negotiations or communications with vendors to clarify proposals submitted. The proposal process should be utilized in negotiated procurements or those procurements where the answer to a certain approach or a specific item necessary to satisfy the City's needs is unknown. Public notice advertisements requesting invitations for proposal will be posted on the City's website and/or published in the local newspaper at least two times; the first insertion must be at least ten days prior to the opening date. Formal proposals are made public upon execution of a signed contract.

8-2.3. Lowest Responsible Bidder:

Bids will be awarded to the responsive bidder who submits the lowest responsible bid that is most advantageous to the City and is consistent with the requirements of this procurement policy. The term "lowest responsible bidder" as used in the City's bidding documents shall mean the lowest bidder whose offer best corresponds in quality, fitness, and capacity to the requirements of the proposed work or usage.

Sellers, vendors, suppliers, and contractors of supplies and equipment who maintain places of business located within the limits of the City shall be given preference if quality, price, and service are equal. In awarding the purchase, staff may consider the benefit derived by the City from sales tax revenues received by it in tabulating the lowest responsive bidder.

In determining the "lowest responsible bidder," the following elements shall be given consideration (in addition to price):

1. The ability of the product offered to provide the quality, fitness, and capacity for the required usage.
2. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to past purchases by the City.
4. Whether the bidder can perform the contract and/or deliver the materials, supplies, and services within the time required.
5. The quality of performance and/or quality of products provided in previous contracts or services.

6. Other information secured and having a bearing on the decision to award the contract.
7. Continuity of service.

8-2.4. Responsiveness:

A responsive bid is one which is in substantial conformance with the requirements of the invitation to bid, including specifications and the City's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability may be considered a non-responsive bidder and reject on those grounds. Conformance with the requirements of the invitation to bid may also include, but is not limited to, completion of forms, inclusion of references and attachments, and completion of required responses.

8-2.5 Rejection of Bids/Proposals:

The authority to reject is based on the authority to award. The City of Yuba City reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informalities and/or negotiate minor deviations to the bid with the successful firm. The City of Yuba City's decision shall be final.

8-2.6. Late Formal Bids/Proposals:

Formal bids or proposals submitted after the designated closing time shall be returned unopened and not accepted.

8-2.7. Tie Bidders:

If two or more bids are received which are in all respects equal, the City Council may award to the local vendor. If both are local vendors or none are local vendors, City Council may draw lots, re-bid, or the award may be made to the one deemed in the best interest of the City.

8-3. Technical/Maintenance Services:

Services of a general nature (as opposed to professional/consulting services) shall be contracted by following a Request for Proposal or Bid process. The method of selection shall be determined by the Purchasing Officer and may include both qualification of the service provider and cost of the service. If it is determined by the operating department in consultation with the Purchasing Officer that all vendors providing a service classification can equally provide the service satisfactorily, a bid process would be appropriate; however, if factors other than price need to be considered in awarding the contract, a proposal process may be used.

Proposals evaluated by the City for technical/maintenance services should be based on a combination of qualifications and cost. Examples of areas other than price that may be

important in awarding the contract include: experience level, competence, resources/equipment, staffing levels, service availability/time factors, and other qualifications identified by the operating department responsible for recommending the service contract. Following committee interviews and selection, staff may further refine the scope of work and additional cost negotiations may take place.

The bidding limits and requirements are the same for technical/maintenance services whether the vendor was selected by bid or proposal.

An executed Standard Agreement and documents provided by the vendor meeting the City's insurance requirements are required for any services that will be provided to the City.

8-4. Standard Agreement

All general services (not professional services) must use a Standard Agreement approved by the City Attorney. Work should not commence until all documentation has been acquired and the agreement and purchase order have been executed by the appropriate parties of the City, as determined by the dollar limits and responsibilities outlined above.

Standard Agreements must include the following:

1. Fully executed agreement by all parties
2. Specification(s), quotes, and/or sole source justification
3. Insurance documentation meeting the City's insurance requirements

The City shall, whenever possible, use the City agreement form as approved by the City Attorney, available on CityNet. Should another agreement be considered for technical/maintenance services, the agreement will require City Attorney review and approval as to form prior to execution by the City.

The City Attorney shall review and approve as to form all Standard Agreements prior to City Council approval for all purchases over \$100,000.

8-5. Blanket Purchase Orders:

Blanket purchase orders provide equipment or supplies on an as-needed and/or over-the-counter basis in unspecified amounts from a selected vendor. Blanket purchase orders provide a mechanism whereby items which are uneconomical to stock may be purchased quickly, allowing operations timely access to necessary materials. Blanket purchase orders are valid for the current fiscal year. Blanket purchase orders shall not be used to purchase capital assets.

Once a blanket purchase order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the blanket purchase order.

The Finance Department will review blanket purchase order requests based upon the following criteria:

1. Geographic location
2. Responsiveness and capabilities
3. Average dollar value and type(s) of items to be purchased
4. Frequency of need
5. Vendor pricing methodology

Blanket purchase orders do not take the place of competitive quote, bid, or proposal processes.

8-6. Changes to and Cancellation of Purchase Orders:

The operating department will notify Finance when initiating changes which alter the purchase order. Purchase orders that need to be canceled or closed must be forwarded to Accounts Payable. The last payment against a purchase order that does not increase the purchase order total by 10% can be processed without obtaining a purchase order change order.

The City Manager will approve any change orders that have the purchase order total amount exceed \$50,000, up to \$100,000. Change orders cannot be requested that exceed Council-approved appropriations or Council contract award amounts without additional Council authorization.

SECTION 9: SPECIAL PROCUREMENT CIRCUMSTANCES

9-1. Finance Department Procurements

The Finance Department is charged with the duty to contract for purchase of the following equipment, materials, and services:

1. New or replacement vehicles or equipment
2. Items purchased from state contracts
3. Computer hardware and software (through the Information Technology Division)
4. Other items as may be determined in the future
5. When it is in the best interest of the City to negotiate an extension of an existing contract for supplies or technical services, based on satisfactory performance. Such negotiated price must be fair and reasonable. This shall also apply to products or services purchased through prior recent bidding.

9-2. CDBG and Other Applicable Federal Grants:

In compliance with the City's Community Development Block Grant, HOME funds, and other applicable federal funds administered by the United States Department of Housing and Urban Development (HUD), procurement procedures shall comply with federal regulations (24 CFR 85.36). The City will follow the Office of Management and Budget Guidance 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

9-3. Sole Source Purchases:

When competitive quotations for goods and services are not possible, such purchases shall be made through negotiated procurement. Sole source purchases may require City Manager or City Council approval, based upon procurement limits and Municipal Code requirements.

A sole source justification form must be signed by the requestor's Department Head and City Manager (if applicable), then forwarded to the Finance Department and filed to justify the sole source purchase. Sole-source specifications should be avoided whenever possible as they minimize or eliminate competition.

When the use of said sole-source vendor is expected to be repeated or ongoing, the operating department may indicate that it is a "recurring" sole source on the sole source justification form. The sole source justification shall then be valid for three years from date of approval by the Department Head.

9-3.1. Sole Source is Appropriate When:

1. The requested product is an integral repair part or accessory compatible with existing equipment and is only available from one vendor.
2. The requested product has unique design/performance specifications or quality requirements which are essential to department operations and are not available in comparable products.
3. Only known manufacturer of this product.
4. The requested product is one with which department staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
5. Only vendor authorized to sell/service this product in our region.
6. Upgrade to existing software. Available only from the producer of this software who sells on a direct basis only.
7. Emergency purchase.
8. Public project procurements under the requirements established by Public Contract Code Section 22032(a).
9. Special situations as they arise.

9-3.2. City Manager Approval:

Sole source requests between \$50,000.01 and \$100,000 require the approval of the City Manager.

9-3.3. City Council Approval:

Sole source requests over \$100,000 require the approval of the City Council.

9-4. Emergency Purchases up to \$100,000 (Not for Public Projects):

Emergency purchases may be made without the benefit of competitive bidding when time is of the essence. Emergency purchases should be made only for the following reasons: (1) to preserve life, health, or property; (2) upon a natural disaster; (3) to correct or forestall a shutdown to maintain essential public services; or (4) other unforeseeable events (as authorized by the City Manager). Emergency purchases are not valid for contrived urgencies resulting from lack of planning and organization. Since emergency orders do not normally provide the City an opportunity to obtain competitive quotes, nor properly encumber funds, such orders should be kept to an absolute minimum. Emergency purchases shall be approved by the Department Head or designee.

9-5. Emergencies Over \$100,000 (Not for Public Projects):

Emergency purchases over \$100,000 require the approval/signature of the City Manager. The City Manager shall provide a report after any emergency purchase over \$100,000 at the next City Council meeting following the emergency purchase.

9-6. Emergency Public Projects:

Public projects shall be completed according to Public Contract Code 22050 and the City's Municipal Code Section 2-6.15.

9-7. Cooperative Purchases:

The City may participate in purchases and contracts conducted by other political jurisdictions, provided that the cooperative agreement is established following a competitive bid process. In a cooperative purchase, one agency represents several agencies by soliciting bids including the needs of the other agencies in the bid specifications. This higher product volume may result in lower unit cost for all agencies, and also reduces the time and cost of the City administering its own bid process.

Needed documentation includes:

1. Copy of the other jurisdiction's bid document(s)
2. Any Board or Council action awarding the contract
3. The contract documents

The City Manager may authorize the award of cooperative purchase agreements for amounts not more than \$100,000; City Council approval is required for the award of any cooperative purchase exceeding \$100,000.

9-8. Piggyback onto Existing Contract:

“Piggybacking” is the use of an existing contract for goods between another government agency and a vendor for the purchase of those same goods. When piggybacking onto a contract, the City must use the terms of the contract and price of the item must be as specified in the contract or awarding document. The contract for consideration must have been awarded through a competitive bidding process prepared and awarded by another local, state, or federal government agency.

Needed documentation includes:

1. Copy of the other jurisdiction’s bid document(s)
2. Any Board or Council action awarding the contract
3. The contract documents

The City Manager may authorize the award of piggyback purchases for amounts not more than \$100,000; City Council approval is required for the award of any piggyback purchase exceeding \$100,000.

9-9. Exemptions from Obtaining a Purchase Order:

The Finance Department shall maintain an approved direct pay list for which no purchase order is required due to unique purchasing circumstances, such as invoices from government agencies, utility providers, and subscription services.

The following is a non-inclusive list of the direct pay categories and/or vendors at the time of policy adoption:

- Actuarial studies
- Advertising
- Assessment district administration costs
- Attorney services
- Bond issuance costs (bond counsel, rating agency fees, and trustee fees)
- Cafeteria plan administration
- CDBG and Home Rehabilitation Loans
- Claim settlements (for liability claims)
- Conference or seminar registration
- Copy machine maintenance and leasing under contract
- Debt service payments
- Department of Health Services
- Department of Water Resources

- Deposit refunds
- Document destruction
- Downtown Business Improvement District remittance of cash receipts
- Employment Development Department
- Family Intervention Team program expenditures
- Feather River Air Quality Management District
- Fingerprinting (Department of Justice)
- Fingerprinting (Sutter County – Live Scan)
- Fire Department stipend checks
- Fuel for storage tanks
- General Liability insurance premiums
- Gilsizer Drainage District
- Housing consultant
- Land/property
- Lobbying activities
- Meals (per diem or travel reimbursement)
- Membership dues
- MuniFinancial
- Net 5 purchases (Secretary, City of Marysville)
- Office equipment O&M
- Office supplies (consumable only)
- Parking Citation Hearing Officer
- Payroll deduction remittances
- Petty cash reimbursements
- Postage & freight
- Pre-employment physicals, medical blood, DATCO (substance abuse testing)
- Refunds
- Retirement administration: Phase II Systems for PARS trust administration
- State Board of Equalization (diesel fuel tax, sales and use tax)
- State Division of Administrative Services (seismic fees)
- State Water Resources Control Board
- Subdivision Agreement reimbursements
- Subscriptions
- Supplies or refreshments reimbursement
- Sutter-Yuba Mosquito Vector Control District
- Teambuilding (Amistad Associates)
- Telephone
- Temporary help (personnel agency)
- Training programs
- Travel & meetings
- Trustee fees
- Tuition reimbursements
- Uniform rental and cleaning (under contract)
- Utilities

- Vehicle allowance
- Water delivery service
- Yuba-Sutter Economic Development Corporation

An authorized signature and appropriate budget number(s) should be provided by the purchaser to Accounts Payable for invoices up to \$5,000. Invoices above \$5,000 should be accompanied by a check request form, approved by the Department Head.

SECTION 10: PROFESSIONAL SERVICES

10-1. Definition:

Those services by independent consultants such as legal, engineering, programming, planning, environmental, economic, financial, testing, specialized temporary employee services, medical, dental, accounting, surveying, landscape architecture, advertising, design, etc., are considered to be “professional services”. This may also include services requiring peculiar or specialized abilities which by state law do not require competitive bidding.

10-2. Operating Department Responsibilities:

1. Prepare specifications or scope of work.
2. Solicit, review, and select qualified consultant/firm.
3. Provide written documentation justifying selection of the successful consultant/firm. Staff may utilize the Professional Services Justification form on CityNet.
4. Prepare a City Professional Services Agreement and obtain consultant’s signature.
5. Compile all exhibits/attachments described or referenced in the contract.
6. Secure and review required insurance documents for conformance to City contract requirements.
7. Submit the contract to the City Attorney for review and approval, if applicable.
8. If between \$50,000 and \$100,000, obtain City Manager approval.
9. If over \$100,000, obtain Council approval.
10. Submit requisition to Finance to issue a purchase order.
11. Submit original signed contract, complete with exhibits, attachments, and insurance, to the City Clerk.
12. Provide the consulting firm a signed copy of the contract.

10-3. Decentralized:

Due to the specialized and technical nature of professional services, contracting for professional services is decentralized and shall be the responsibility of each applicable Department Head.

10-4. Solicitation of Proposals:

Solicitation of professional service proposals is the responsibility of the operating departments. The Finance Department may be contacted to assist and support the formal request for proposal process.

10-5. Selection of Consultant:

Contracts negotiated by the City for professional services will be based on demonstrated competence, professional qualifications for the services required, availability, fair and reasonable cost, and other relevant factors as determined by the operating department. Competitive bidding is encouraged whenever possible; however, it is not mandatory.

10-6. City Attorney Review and Approval:

The City shall, whenever possible, use the City's Professional Services Agreement form, which as been approved as to form by the City Attorney and is available on CityNet. Should another agreement be considered for professional services, review and approval as to form by the City Attorney is required prior to execution by the City.

The City Attorney shall review and approve as to form all Professional Service Agreements prior to City Council approval for contracts over \$100,000.

10-7. Procurement Limits — Professional/Consultant Services:

Specified procurement limits are tabulated per consultant firm per fiscal year and are not to be split to circumvent the determined limits. No professional services consultant shall be paid more than \$100,000 per fiscal year for the City as a whole without prior Council authorization.

10-7.1. Contracts of \$50,000 or Less:

Contacting three (3) firms, although encouraged, is not required for contracts \$50,000 or less. Department Heads are authorized to sign Professional Service Agreements totaling \$50,000 or less.

10-7.2. Contracts \$50,000.01 up to \$100,000:

Operating departments should, whenever possible, contact three (3) consultants/firms and select the most qualified firm. The City Manager is authorized to sign Professional Service Agreements totaling \$100,000 or less.

10-7.3. Contracts Over \$100,000:

Operating departments shall solicit written proposals and negotiate with a minimum of three (3) consultants/firms, whenever possible. Professional Service Agreements over \$100,000 require City Council approval. If the contract is a multiple year agreement,

information regarding multiple years must be presented to Council in the staff report at the time of approval.

10-8. Changes to and Cancellation of Purchase Orders:

The operating department will notify Finance when initiating changes which alter the purchase order. Purchase orders that need to be canceled or closed must be forwarded to Accounts Payable. The last payment against a purchase order that does not increase the purchase order total by 10% can be processed without obtaining a purchase order change order.

The City Manager will approve any change orders that have the purchase order total amount exceed \$50,000, up to \$100,000. Change orders cannot be requested that exceed Council-approved appropriations or Council contract award amounts without additional Council authorization.

SECTION 11: CONTRACT AMENDMENTS FOR TECHNICAL/MAINTENANCE OR PROFESSIONAL SERVICES

Ongoing City contracts with technical/maintenance vendors or professional services consultants may require amendments for a number of reasons, including change in scope of work, time extension to complete the project or renew for an additional period of time, and unforeseen costs.

Operating departments should utilize the City's amendment forms, available on CityNet. Should a firm's agreement be considered, review and approval as to form by the City Attorney is required prior to execution by the City.

11-1. Operating Department Responsibilities:

1. Prepare a City amendment and obtain appropriate signatures from both parties.
2. Compile all exhibits/attachments referenced in the amendment. Update the insurance documents if necessary.
3. Obtain City Manager and/or City Attorney approval, if applicable.
4. When the contract plus amendment total over \$100,000, obtain City Council approval.
5. Submit request to Finance for a purchase order change order if the amendment alters the dollar amount.
6. Submit original signed amendment, complete with exhibits and attachments, to the City Clerk.
7. Provide the consultant (professional services) or vendor (technical/maintenance services) a signed copy of the amendment.

11-2. Amendment Cost Limits:

Contract amendments can only be approved within their cost limits. Cost limits are calculated as the existing contract total plus any cost changes in the amendment.

11-2.1. Contract Total of \$50,000 or Less:

Amendments can be approved by the Department Head if the contract total, including all amendments, does not exceed \$50,000.

11-2.2. Contract Total of \$50,000.01 to \$100,000:

Amendments can be approved by the City Manager if the contract total, including all amendments, does not exceed \$100,000.

11-2.3. Contract Total Over \$100,00:

Amendments must be approved by City Council and executed by the City Manager if the amended contract will exceed the amount previously approved by City Council or if an amendment will cause the contract to exceed \$100,000.

11-2.4. Prior Approved Contingency:

City Council may award a contract amount plus a contingency for a project or service that will or potentially will exceed \$100,000. In such a case, the contract would originally reflect the primary contract amount, but may be amended later up to the contingency authorized as part of the Council item without further Council action.

SECTION 12: SPECIFICATIONS

Accurate specifications are essential for effective bidding. It is the responsibility of each department to provide detailed, accurate specifications when requisitioning supplies and services.

12-1. Developing Specifications:

Well-developed specifications are necessary to ensure quality that will fulfill the operating department's needs while also avoiding unnecessary costs for the taxpayer. A good specification should be:

1. Simple and straightforward, yet specific enough that the bidder cannot evade any of the provisions or underbid with products that do not meet the department/division's needs.
2. Clear and easily identified, including any necessary measurements, material standards, or similar product types on the market.
3. Flexible and reasonably tolerant of discrepancies and different products.

4. As fair to the seller as reasonably possible without compromising the City's interests, and capable of being met by multiple bidders in order to promote competition.
5. Capable of being checked in order to determine if the quality is sufficient and the bid is valid.

12-2. Standardization:

Standardization of specifications for items common to several divisions enables collaborating departments to buy quantity and generally receive lower pricing due to larger orders. The Finance Department will support operating departments in the establishment of standard specifications for articles in common use.

12-3. "Or Equal":

When brand names are specified, the words "or equal" must be added unless compelling reasons make only a single brand acceptable. Use of a brand name for "equal to" specifications should be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition. Use of "equal to" specifications should, whenever possible, identify a minimum of two brand names as approved equals.

Using specifications provided by a specific manufacturer should be avoided and, if used, the name of the manufacturer, model number, etc., should be indicated. It should also be stated, that use of the manufacturer's specifications are for the sole purpose of establishing an "equal to" criteria. When specifications designate "or equal," the City reserves the right to determine and approve any other as being equal or acceptable.

12-4. Vendor Assistance in Writing Specifications:

There may be occasions when vendor assistance may be required in developing specifications. Such specifications should be written in general terms. The vendor should be clearly informed that the information provided might be used in developing specifications for a competitive bidding process. The Purchasing Officer or their designee shall approve such specifications.

12-5. Review of Specifications:

It is the operating department's responsibility to assure that specifications are complete and accurate. The department will review for completeness of information, terms and conditions, insurance/compliance, and open and competitive language. To assure bid/proposal specifications and terms meet the City needs, the operating department may request review or assistance by the Finance Department, the City Attorney, or other pertinent City staff in the development of specifications.

SECTION 13: VENDOR RELATIONS

It is to the City's advantage to maintain and promote good relations with suppliers. The City's vendor relations reflect the public image of the City organization. Finance and the operating departments are responsible for promoting fairness, integrity, courtesy, and goodwill in their vendor relations.

Operating departments may make direct contact with vendors for such purposes as obtaining price quotes (less than \$100,000), developing service contracts, initiating informal bid or proposal processes, obtaining technical information, obtaining cost estimates for budgeting or purchasing purposes, preparing purchase requisitions, and placing orders for authorized purchases.

The Finance Department may be the main contact in formal bid situations. Finance may also serve as an intermediary between operating departments and vendors when requested by operating departments or in conflict resolution matters.

SECTION 14: PROTEST PROCEDURE AND ADMINISTRATIVE APPEAL

14-1. Bid Protests (Not for Public Projects):

In the event of a bid protest, the alleged aggrieved protesting bidder must file in writing to the Finance Director the exact reason for the protest. In no event shall a protest be considered if all bids are rejected or after award of the contract. Failure to comply in the manner prescribed shall constitute a failure to exhaust administrative remedies and shall automatically relieve the City of Yuba City from accepting that protest.

Any others who wish to protest the outcome of a bid or procurement must utilize the public comment process during the regularly scheduled City Council meetings.

14-1.1. Protest Procedure Prior to Bid Opening:

Any bidder wishing to file a protest prior to bid opening concerning the specifications or bid procedure must do so in writing. This written protest must be received by Finance no later than four working days prior to bid opening. If a protest that is received cannot be resolved by the designated time of the bid opening, the Finance Director may delay the bid opening until the protest is addressed to the City's satisfaction.

14-1.2. Protest Procedure After Bid Opening:

Any bidder wishing to protest based on information that only became evident after the bid opening must file the protest in writing. This written protest must be received by Finance no later than five working days after the City of Yuba City notifies all bidders of the apparent low bid or the proposal selected by the committee for procurements under the formal bid limit, or within five working days from when bids or proposals over the formal bid limit are opened in public.

14-1.3. Protest Review:

The Finance Director shall review the written protest and, within five working days after receipt of the written protest, issue a decision in writing. The decision shall state the reasons for the action taken as well as inform the protesting bidder of the right to administrative appeal. A copy of the decision will be forwarded to the City Manager.

A decision rendered by the Finance Director as outlined in this section shall be final and conclusive. If the alleged aggrieved protesting bidder has complied with the protest procedures, they shall have the right to commence an administrative appeal.

14-2. Administrative Appeals:

The Finance Director's decision regarding a bid protest may be appealed to the appropriate approving authority, based upon the procurement limits. The protestor will be notified regarding the appropriate administrative appeal procedure in the written decision from the Finance Director.

14-2.1. Informal Bids:

The City Manager is the approving authority for all administrative appeals for all purchases up to \$100,000. Appeals must be written and submitted to the City Manager's Office within five working days after the aggrieved bidder is notified of the Finance Director's decision. A written decision will be issued within ten working days after receipt of the written appeal. The decision by the City Manager is final.

14-2.2. Formal:

The City Council is the approving authority for formal appeals for the City of Yuba City for all purchases over \$100,000. Appeals must be written and submitted to the City Manager's Office within five working days after the aggrieved bidder is notified of the Finance Director's decision. The City Council may consider the appeal concurrently with its decision on the award. The decision by the City Council is final.

14-3. Public Project Protests and Appeals:

Protests and appeals regarding public projects shall be per the procedures established in the Public Contract Code.

SECTION 15: SURPLUS AND UNCLAIMED PROPERTY

15-1. Surplus/Unclaimed Property:

The Purchasing Officer shall have the authority to sell, exchange, or trade in all supplies, materials, and equipment which are no longer used, have become obsolete, worn out, or scrapped, or which have become unsuitable for public use.

The Purchasing Officer shall also have the authority to sell unclaimed property. All unclaimed property shall be sold or otherwise disposed of in accordance with Civil Code § 2080 et seq.

All sales shall be in accordance with the provisions outlined in Section 2-6.08 and 2-6.09 of the City's Municipal Code.

15-2. Disposal of Personal Property (Less than \$500):

Pursuant to Welfare and Institutions Code § 217, in lieu of the provisions contained in Civil Code § 2080, an alternative procedure is established with respect to the disposal of unclaimed personal property not worth more than \$500. The Purchasing Officer is authorized with respect to said property, which has been unclaimed for at least 90 days, to transfer and deliver any such items to the Probation Officer of the County, to the Welfare Department of the County, or to any charitable or nonprofit organization which is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency and which is exempt from income taxation under federal or state law, for use in any program or activity designed to prevent juvenile delinquency.

SECTION 16: FEDERALLY DECLARED EMERGENCIES

In the event of an emergency declared by the President of the United States, the City of Yuba City must comply with federal procurement standards as a condition of receiving public assistance funding from the Federal Emergency Management Agency (FEMA) for contract costs for eligible work. FEMA funding is governed by Title 2 of the Code of Federal Regulations (CFR) Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

CITY OF YUBA CITY PURCHASING POLICIES AND PROCEDURES

APPENDIX I: DEFINITIONS

Amendment – A modification of terms and/or pricing for goods, professional services, or technical/maintenance services contracts or task orders.

Bid – A comparative price offer made by an intended seller in reply to an Invitation for Bid or Request for Quotation.

Bid Document – A document soliciting pricing for materials, supplies, and services purchases. The bid document includes all pertinent information related to the purchase (specifications), plus instructions to the vendor on how to prepare the document, terms and conditions, and any insurance requirements necessary.

CAL-Card – The City’s procurement card issued under California Department of Goods and Services, utilized as a payment mechanism for purchases by authorized City staff.

Consultant – A provider of professional services, such as the examples provided in Section 10-1. Should be contracted via a Professional Services Agreement. See Section 10 for procurement guidelines.

Contract – Any agreement or written document which produces a contractual agreement between the City and another party for the procurement or disposition of materials, services, professional services, or construction projects.

Department Head – The director of a department or their designee.

Equipment – Furnishings, machinery, vehicles, rolling stock, and other personal property used in the City’s business.

Force Account – Construction work performed by City labor.

Goods – Any and all supplies, materials, and/or equipment which are moveable at the time of sale, and can be furnished to or be used by the City. This also includes goods purchased separately for City projects and goods purchased with installation services.

Procurement (Purchase) – Buying, purchasing, renting, leasing, or otherwise obtaining of any materials, equipment, supplies, or services. Also included are all activities related to obtaining the above items.

Proposal – A comparative written offer made by an intended consultant (professional services) or vendor (technical/maintenance services) for evaluation by City staff in reply to a Request for Proposal.

Public Project – “Public Project” shall have the meaning as set forth in the California Public Contract Code Sections 20161 and 22002, as amended.

Public Works Construction Project – A public construction project that is subject to the regulations of the state Public Contract Code, such as the erection, construction, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the City. Public works does not include maintenance work as defined in said Code.

Purchase Order – A document generated by the Finance Department after the bidding requirements have been met and the purchase has been awarded. A purchase order authorizes the purchase of goods or services. It is a written legal document signed by the Purchasing Officer, Finance Director, and/or Department Head (as required per the procurement limits) stating all terms and conditions of purchase transaction or referring to such terms and conditions as may exist in an accompanying contract.

Purchase Order Change Order – A change order to an existing purchase order may occur for a variety of reasons including, but not limited to, increasing the dollar amount of the purchase order, adding or deleting a line item, changing an account number on a line item, or increasing or decreasing the quantity on a line item.

Purchasing Officer – The City Manager or a designated representative.

Purchase Requisition – A request for a purchase order. The request comes from the operating department that needs to order specific goods or services. This is completed through the City's operating Finance software (Pentamotion at the time of policy adoption).

Request for Proposal – The complete assembly of related documents (whether attached or by reference) furnished to a prospective consultant or vendor for specific services for the purpose of soliciting a proposal for a City professional service or technical/maintenance service procurement. These shall be evaluated and awarded based on a number of factors, rather than just price.

Request for Quotation – The complete assembly of related documents (whether attached or by reference) furnished to a prospective contractor/supplier for specific products or services for the purpose of presenting a quote for a City procurement. These shall be reviewed and awarded to the lowest responsible bidder.

Sole Source – Unique commodities or services that can be obtained from only one vendor or one distributor authorized to sell in the area or region, with singular characteristics or performance capabilities, or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements and are deemed sole source purchases. Sole source purchases may include proprietary items sold directly from the manufacturer.

Solicitation – An invitation or request by which the City invites a person to participate in a procurement, such as an Invitation for Bids, a Request for Proposals, a Request for Qualifications, or a Request for Quotations.

Specification – A description in the bid, proposal, or quote of the sought item or service which informs prospective vendors what is specifically required and provides the basis for determining the responsive bid and the resulting purchase order or contract. In addition, it establishes the standard against which inspections and tests are made.

Uniform Construction Cost Accounting Procedures – Uniform construction cost accounting procedures shall mean those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to Section 22000, et seq. of the Public Contract Code.

Vendor – A seller of materials and supplies or technical/maintenance services, such as installation. If any work is to be done by the vendor, it should be contracted via Standard Agreement. See Section 8 for procurement guidelines.

CITY OF YUBA CITY
STAFF REPORT

Date: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: City Employee Policies in Response to the COVID-19 Pandemic
Recommendation: Adopt a Resolution approving supplemental emergency paid leave in response to the COVID-19 Pandemic
Fiscal Impact: Unknown but estimated at \$70,000 for salary and benefits

Council's Strategic Goals:

Public Safety
Business Friendly

Purpose:

To approve temporary emergency paid leave benefit in response to the COVID-19 pandemic.

Background:

On March 19, 2020, Executive Order N-33-20 was signed by Governor Newsom ordering Californians to stay at home to slow the spread of COVID-19. Beginning April 1, 2020, the City began providing paid leave in accordance with the Families First Coronavirus Response Act (the "FFCRA"). Passed in March 2020 in response to the COVID-19 pandemic, the FFCRA created two kinds of emergency paid leaves for eligible employees generally described as follows: 80 hours of Emergency Paid Sick Leave ("EPSL," for employees who were sick/seeking a diagnosis or caring for family members) and up to 12 weeks Emergency Family Medical Leave Act leave ("EFMLA," for parents whose children's schools or care facilities had been closed due to the pandemic). These provisions were in effect as of April 1, 2020 and expired December 31, 2020. California adopted AB1867 in October to provide supplemental paid sick leave for emergency responders that had been excluded under the FFCRA. Both the FFCRA paid leaves and the companion state paid leave mandate expired December 31, 2020.

In response to the expiration of FFCRA, Yuba City City Council authorized the Yuba City Emergency Pandemic Leave (YCEPL) for employees who did not exhaust EFMLA and EPSL or the companion state leave for emergency responders. YCEPL was retroactive to January 1, 2021 through March 31, 2021 and was modeled after FFCRA.

On March 19, 2021, California approved 2021 COVID-19 Supplemental Paid Sick Leave (SPSL or SB95). 2021 COVID-19 SPSL required employers with 26 or more employees to provide their workers

up to 80 hours or SPSTL from January 1, 2021 to September 30, 2021.

While the paid leave programs have expired, employee need for such leaves has not, particularly in light of the recent surge of illnesses and new cases due to the Omicron variant of COVID-19.

Analysis:

The purpose of the federal, state, City paid pandemic leave mandates was to minimize the spread of COVID-19 in the workplace and to provide paid leave for employees experiencing COVID-19 close contact, diagnosis, or positive test result. The current proposal is to fill the gap left by the lack of state or federal program to assist employees who are experiencing non-work related COVID-19 close contact, diagnosis, or positive test result. Ultimately, the goals of these proposals are to prevent the spread of COVID-19 and minimize its impacts on City employees and operations.

Staff is proposing new temporary paid leave benefits.

A) Yuba City Emergency Pandemic Leave” (“YCEPL”) benefit, available to employees as set forth below.

Sick Leave Purposes– through June 30, 2022, employees receive up to 40 hours of YCEPL (prorated for part-time employees), paid at their sick leave rate of pay, if they are unable to work or telework for the following reasons:

- (1) The employee is subject to a Federal, State, or local quarantine or isolation requirement related to COVID-19.
- (2) The employee has been advised by an identified health care provider to self-quarantine due to concerns related to COVID-19.
- (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- (4) Employee is seeking a COVID-19 test or waiting upon COVID-19 test results.
- (5) Employee is caring for an immediate family member (parent, spouse, child) or individual living in the employee’s home who is subject to Federal, State, or local quarantine or isolation requirement related to COVID-19 or has been advised by an identified health care provider to self-quarantine due to concerns related to COVID-19.

Additional terms and conditions that apply to YCEPL include the following:

- a. YCEPL is an independent leave benefit from any other paid City leave accrued (e.g. sick leave, vacation leave, etc.). YCEPL as described above has no cash value, may only be used by eligible employees for the identified reasons, and does not accrue or carryover past the YCEPL expiration date of June 30, 2022 unless such expiration date is extended by City Council action.
- b. YCEPL will run concurrently with other unpaid leave entitlement programs (e.g. FMLA, CFRA) when the need for leave qualifies under applicable criteria. If federal or state paid leave programs should be adopted after approval of YCEPL, YCEPL will run concurrently with such new benefit mandates except as otherwise required by law.
- c. All temporary leave benefits proposed under this Staff recommendation would expire at close of business June 30, 2022 unless extended by City Council action.
- d. To utilize this time, documentation of eligibility must be provided to Human Resources. Acceptable documentation includes:
 - *A provider’s note confirming dates of testing or diagnosis of COVID-19;
 - *A photograph or other documentation of testing (sample date, test result, etc.); or
 - *Contact tracing documentation maintained by Human Resources based on a known/reported exposure.
- e. To address a time gap in benefit, this YCEPL will be retroactively available to October 1, 2021 for only those employees who previously submitted qualifying documentation, on file with Human Resources, of their positive test, diagnosis or quarantine requirement.

Fiscal Impact:

Unknown but estimated at \$70,000 for salary and benefits

Alternatives:

Do not approve employee policies and provide staff direction.

Recommendation:

Adopt a Resolution approving the proposed temporary paid leave benefits due to the COVID-19 pandemic.

Attachments:

1. 2-1-22 YCEPL 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 AMENDING EMPLOYEE POLICIES IN RESPONSE TO THE COVID-19 PANDEMIC

WHEREAS, the City recognizes the need to amend employee policies in response to the COVID-19 pandemic; and

WHEREAS, the all Federal and State programs for COVID-19 employee leave have expired; and

WHEREAS, the City Council now wishes to approve a temporary City program to support employees during the COVID-19 pandemic,

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

Approve the amended temporary employee leave policies in response to the COVID-19 pandemic, specifically:

A) Yuba City Emergency Pandemic Leave” (“YCEPL”) benefit, available to employees as set forth below.

Sick Leave Purposes– through June 30, 2022, employees receive up to 40 hours of YCEPL (prorated for part-time employees), paid at their sick leave rate of pay, if they are unable to work or telework for the following reasons:

- (1) The employee is subject to a Federal, State, or local quarantine or isolation requirement related to COVID-19.
- (2) The employee has been advised by an identified health care provider to self-quarantine due to concerns related to COVID-19.
- (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- (4) Employee is seeking a COVID-19 test or waiting upon COVID-19 test results.
- (5) Employee is caring for an immediate family member (parent, spouse, child) or individual living in the employee’s home who is subject to Federal, State, or local quarantine or isolation requirement related to COVID-19 or has been advised by an identified health care provider to self-quarantine due to concerns related to COVID-19.

Additional terms and conditions that apply to YCEPL include the following:

- a. YCEPL is an independent leave benefit from any other paid City leave accrued (e.g. sick leave, vacation leave, etc.). YCEPL as described above has no cash value, may only be used by eligible employees for the identified reasons, and does not accrue or carryover past the YCEPL expiration date of June 30, 2022 unless such expiration date is extended by City Council action.
- b. YCEPL will run concurrently with other unpaid leave entitlement programs (e.g. FMLA, CFRA) when the need for leave qualifies under applicable criteria. If federal or state paid leave programs should be adopted after approval of YCEPL, YCEPL will run concurrently with such new benefit mandates except as otherwise required by law.
- c. All temporary leave benefits proposed under this Staff recommendation would expire at close of business June 30, 2022 unless extended by City Council action.

- d. To utilize this time, documentation of eligibility must be provided to Human Resources. Acceptable documentation includes:
 - A provider's note confirming dates of testing or diagnosis of COVID-19;
 - A photograph or other documentation of testing (sample date, test result, etc.); or
 - Contact tracing documentation maintained by Human Resources based on a known/reported exposure.
- e. To address a time gap in benefit, this YCEPL will be retroactively available to October 1, 2021 for only those employees who previously submitted qualifying documentation, on file with Human Resources, of their positive test, diagnosis or quarantine requirement.

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 1st day of February, 2021.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

CITY OF YUBA CITY
STAFF REPORT

Date: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: Council and Board
Presentation By: Dave Shaw, Mayor

Summary

Subject: City Council Regional Boards and Committee Assignments - Amended
Recommendation: Approve the Mayor's Amended Assignments to Regional Boards and Committees for Calendar Year 2022
Fiscal Impact: None

The amended assignment list below reflects the most up-to-date appointments:

Dave Shaw	Wade Kirchner	Marc Boomgaarden	Shon Harris	Grace Espindola
Advisory Board Screening Committee	Advisory Board Screening Committee	Budget Oversight Ad Hoc Committee	County-Wide RDA Oversight Board (Alt)*	County-Wide RDA Oversight Board*
Beale Military Liaison	Beale Military Liaison (Alt)	Business Retention Task Force	Gilsizer Drainage District (Alt)	Feather River Air Quality Management District
Bi-County Homeless JPA (Alt)	Bi-County Homeless JPA	Local Agency Formation District (LAFCO)	Feather River Air Quality Management District (Alt)	Gilsizer Drainage District
Gilsizer Drainage District	Budget Oversight Ad Hoc Committee	MTEA Ad Hoc Committee	Sacramento Area Council of Governments (SACOG)	Regional Water Authority
Greater Sacramento Economic Council (GSEC)	Business Retention Task Force	Public Safety Ad Hoc Committee	School District Liaison	Sutter Animal Services Authority (SASA)
Intergovernmental Relations Committee	Intergovernmental Relations Committee	Regional Housing Authority	Sutter Animal Services Authority (SASA) (Alt)	Yuba-Sutter Transit Authority (YSTA) (Alt)
Local Formation District (LAFCO) (Alt)	N Sac Valley Integrated Regional Water Management Group	Sacramento Area Council of Government (SACOG) (Alt)**	Sutter Butte Flood Control Agency (SBFCA)	
MTEA Ad Hoc Committee	Regional Waste Management Authority (Alt)	Sutter Animal Services Authority (SASA)	Yuba Sutter Arts Council	
Public Safety Ad Hoc Committee	Sutter Butte Flood Control Agency (SBFCA)	Sutter Butte Flood Control Agency (SBFCA) (Alt)		
Regional Waste Management Authority (RWMA)	Sutter Yuba Mosquito Vector District	Sutter County Children & Families Commission		
School District Liaison (Alt)	Yuba-Sutter Transit Authority (YSTA)	Yuba-Sutter Economic Development Corporation (YSEDC)** (Alt)		
Sutter Butte Flood Control Agency (SBFCA) (Alt)		Yuba-Sutter Transit Authority (YSTA) (Alt)		
Yuba-Sutter Economic Development Corporation (YSEDC)**				
Yuba-Sutter Transit Authority (YSTA)				

The updates are:

Sutter Buttes Flood Control Agency

- Councilmember Shon Harris
- Vice-Mayor Wade Kirchner
- Add – Mayor Dave Shaw (Alternate)
- Add – Councilmember Boomgaarden (Alternate)

Attachments:

1. 2022 - Council Assignments v3 02.01.22

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Dave Shaw
Mayor

ATTACHMENT 1



**City Council
Boards and Commission Assignments
2022**

Commission	Members	Date/Time/Location	Contact	700 Form	Stipend
Advisory Board Screening Committee	Dave Shaw Wade Kirchner	As needed – to fill term ending dates June & Dec 1201 Civic Center Blvd YC	Ciara Wakefield City Clerk Administrator (530) 822-4817 cwakefield@yubacity.net	NO	None
Beale Military Liaison	Dave Shaw Wade Kirchner (Alt)	Volunteer/Advocacy As needed	Janice Nall – Beale AFB (530) 822-9988 jsn@c-mp.com	N/A	None
Bi-County Homeless Authority	Wade Kirchner Dave Shaw (Alt)	When called 5730 Packard Ave Marysville	Scott Thurmond (916) 416-0901 scott@thurmondconsultingllc.com	YES	None
Countywide Redevelopment Oversight Board* (Mayoral appointment)	Grace Espindola Shon Harris (Alt)	As needed - Sutter County 1160 Civic Center Blvd Yuba City, CA 95993	Steve Smith, Assistant CAO (530) 822-7100 SMSmith@co.sutter.ca.us	YES	None
Feather River Air Quality Management District (FRAQMD)	Grace Espindola Shon Harris (Alt)	4:00 p.m. First Monday Every other Month 915 8th St Marysville	Shelley Channel and Maisha Bullock - FRAQMD (530) 634-7659 Ex 204 lmckenzie@fragmd.org mbullock@fragmid.org	YES	\$100/meeting
Gilsizer Drainage District	Dave Shaw Grace Espindola Shon Harris (Alt)	4:00 p.m. Monthly Every 2 nd Wednesday 1201 Civic Center Blvd YC	Tammi Gaschke – Sutter Co (530) 822-7450 TGaschke@co.sutter.ca.us	YES	None
Greater Sacramento Economic Development Council (Recommendation)	Dave Shaw Diana Langley	9:00 a.m. Quarterly 400 Capitol Mall #2520	Brittany Jones (916) 287-9082 bjones@selectsacramento.com	NO	None
Intergovernmental Relations Committee (IRC)	Dave Shaw Wade Kirchner	TBD / As needed	Judy Sanchez (530) 822-4602 jsanchez@yubacity.net	NO	None
Local Agency Formation Commission (LAFCO)	Marc Boomgaarden Dave Shaw (Alt)	2:00 p.m., 2 nd Thursdays Jan, Mar, May, July, Sep, Nov 1201 Civic Center Blvd YC	John Benoit, Executive Director (707) 592-7528 j.benoit4@icloud.com	YES	None
North Sacramento Valley Integrated Regional Water Management Group	Wade Kirchner	9:00 a.m. Mondays TBD 210 N. Lassen St City Hall - Willows	Guadalupe Rivera (530) 822-7400 GRivera@co.sutter.ca.us	YES	None



**City Council
Boards and Commission Assignments
2022**

Regional Housing Authority	Marc Boomgaarden	12:15 p.m. Twice /Month 1 st & 3 rd Wednesdays 1455 Butte House Rd	Jennifer Ruiz – Housing Authority (530) 671-0220 Ext 122 j.ruiz@regionalha.org	YES	\$50/meeting
Regional Waste Management	Dave Shaw Wade Kirchner (Alt)	4:30 p.m. Monthly Every 3 rd Thursday 915 8 th Street Marysville	Keith Martin & Janet Frye (530) 634-6880 keith@yubasuttertransit.com janet@yubasuttertransit.com	YES	\$100/meeting
Regional Water Authority	Grace Espindola Diana Langley	9:00 am 2 nd Thursday every other month in various locations	Cecilia Partridge, RWA (916) 967-7692 cpartridge@rwah2o.org	YES	None
Sacramento Area Council of Governments (SACOG)	Shon Harris Marc Boomgaarden (Alt)	9:00 a.m. Monthly Every 3 rd Thursday 1415 L St #300 Sacto	Lanette Espinoza - SACOG (916) 340-6232 LEspinoza@sacog.org	YES	\$100/meeting
School District Liaison	Shon Harris Dave Shaw (Alt)	Quarterly Thursdays @ 2:00 750 Palora Ave YC	Lora Broad – YCUSD (530) 822-7601 lbroad@ycusd.k12.ca.us	NO	None
Sutter Animal Services Authority (SASA)	Marc Boomgaarden Grace Espindola Shon Harris (Alt)	4:00 p.m. Monday Jan-Apr-Jun-Sep-Nov. 1201 Civic Center Blvd. YC	Brad McIntire – Yuba City (530) 822-4652 bmcintir@yubacity.net	YES	None
Sutter Butte Flood Control Agency (SBFCA)	Shon Harris Wade Kirchner Dave Shaw (Alt) Marc Boomgaarden (Alt)	1:00 p.m. Monthly Every 2 nd Wednesday 1201 Civic Center Blvd YC	Terra Yaney – SBFCA (530) 755-9859 admin@sutterbutteflood.org	YES	None
Sutter County Children & Families Commission	Marc Boomgaarden	Quarterly Location TBD	Julie Price (530) 822-7505 JPrice@co.sutter.ca.us	YES	None
Sutter Yuba Mosquito Vector District	Wade Kirchner (2 nd year of 2 year term)	4:00 p.m. Monthly Every 2 nd Thursday 701 Bogue Road YC	Stephen Abshier & Jessica Farrell (530) 674-5456 steve@sutter-yubamvcd.org jfarrell@sutter-yubamvcd.org	YES	\$100/meeting



**City Council
Boards and Commission Assignments
2022**

Commission	Members	Date/Time/Location	Contact	700 Form	Stipend
Yuba Sutter Arts	Shon Harris	6:00 p.m. Monthly Every 4 th Wednesday 624 E Street Marysville	David Read, Executive Director (530) 742-2787 email@yubasutterarts.org	YES	None
Yuba Sutter Economic Development Corporation (Recommendation)	Dave Shaw Diana Langley Marc Boomgaarden (Alt)	Meets Quarterly 950 Tharp #1303	Brynda Stranix, CEO (530) 751-8555 bstrannix@ysedc.org	NO	None
Yuba-Sutter Transit Authority (YSTA)	Dave Shaw Wade Kirchner Marc Boomgaarden (Alt) Grace Espindola (Alt)	4:00 p.m. Monthly Every 3 rd Thursday 915 8 th Street Marysville	Keith Martin & Janet Frye (530) 634-6880 keith@yubasuttertransit.com janet@yubasuttertransit.com	YES	\$100/meeting

Ad Hoc Committees	Members
Master Tax Exchange Agreement	Dave Shaw Marc Boomgaarden
Business Retention Task Force	Marc Boomgaarden Wade Kirchner
Public Safety Ad Hoc	Dave Shaw Marc Boomgaarden
Budget Oversight	Marc Boomgaarden Wade Kirchner



**City Council
Boards and Commission Assignments
2022**

Dave Shaw	Wade Kirchner	Marc Boomgaarden	Shon Harris	Grace Espindola
Advisory Board Screening Committee	Advisory Board Screening Committee	Budget Oversight Ad Hoc Committee	County-Wide RDA Oversight Board (Alt)*	County-Wide RDA Oversight Board*
Beale Military Liaison	Beale Military Liaison (Alt)	Business Retention Task Force	Gilsizer Drainage District (Alt)	Feather River Air Quality Management District
Bi-County Homeless JPA (Alt)	Bi-County Homeless JPA	Local Agency Formation District (LAFCO)	Feather River Air Quality Management District (Alt)	Gilsizer Drainage District
Gilsizer Drainage District	Budget Oversight Ad Hoc Committee	MTEA Ad Hoc Committee	Sacramento Area Council of Governments (SACOG)	Regional Water Authority
Greater Sacramento Economic Council (GSEC)	Business Retention Task Force	Public Safety Ad Hoc Committee	School District Liaison	Sutter Animal Services Authority (SASA)
Intergovernmental Relations Committee	Intergovernmental Relations Committee	Regional Housing Authority	Sutter Animal Services Authority (SASA) (Alt)	Yuba-Sutter Transit Authority (YSTA) (Alt)
Local Formation District (LAFCO) (Alt)	N Sac Valley Integrated Regional Water Management Group	Sacramento Area Council of Government (SACOG) (Alt)**	Sutter Butte Flood Control Agency (SBFCA)	
MTEA Ad Hoc Committee	Regional Waste Management Authority (Alt)	Sutter Animal Services Authority (SASA)	Yuba Sutter Arts Council	
Public Safety Ad Hoc Committee	Sutter Butte Flood Control Agency (SBFCA)	Sutter Butte Flood Control Agency (SBFCA) (Alt)		
Regional Waste Management Authority (RWMA)	Sutter Yuba Mosquito Vector District	Sutter County Children & Families Commission		
School District Liaison (Alt)	Yuba-Sutter Transit Authority (YSTA)	Yuba-Sutter Economic Development Corporation (YSEDC)** (Alt)		
Sutter Butte Flood Control Agency (SBFCA) (Alt)		Yuba-Sutter Transit Authority (YSTA) (Alt)		
Yuba-Sutter Economic Development Corporation (YSEDC)**				
Yuba-Sutter Transit Authority (YSTA)				

* = Mayoral Appointment

** = Recommendation

CITY OF YUBA CITY
STAFF REPORT

Date: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: City Attorney
Presentation By: Shannon Chaffin, City Attorney , Robert McEntire

Summary

Subject: Public Hearing No. 5 – Adoption of an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council

Recommendation: A. Hold a Public Hearing; then

B. Adopt an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council by title only and waive the second reading

Fiscal Impact: TBD

Purpose:

To adopt an ordinance establishing a district-based system of elections for members of the City Council and to determine the sequence of elections.

Background:

For some period of time, the City has been engaged in the process of updating the process of selection of Councilmembers by moving to district-based elections. By way of background, on September 7, 2021, the Council adopted a Resolution with an effective passage date of September 25, 2021, declaring the Council's intention to transition from at-large elections for members of the City Council, to division-based elections.

On September 21, 2021, the City Council conducted the first of two hearings required to be held before the City Council could start considering potential voting division maps. The purpose of these initial hearings was to educate the City Council and public on the legal requirements for the composition of the District voting divisions and required criteria the City Council must apply as well as the optional criteria the Council may follow in drawing divisions. Robert McEntire, from National Demographics Corporation (NDC), presented information on the division process.

On October 5, 2021, the City Council conducted the second of the initial two public hearings on the composition of the City's voting divisions. After conducting the public hearing, the City Council directed

NDC to prepare division elections maps for consideration at the public hearing, which was scheduled for December 21, 2021, including a demonstration “no pair” map. In compliance with State law, those maps were posted to the City’s website. Members of the public could also prepare and post any maps on the City’s website for the City Council to consider.

On December 21, 2021, the City Council conducted a third public hearing on the composition of the City’s voting divisions and considered the division election maps prepared by NDC. After conducting the public hearing, the City Council indicated an initial preference to adopt the NDC Green Map and election sequencing associated with the NDC Green Map.

As stated at the December 21, 2021 City Council meeting, in order to be considered at the January 18, 2022 meeting, the deadline for submission of the maps by members of the public was January 11, 2022. The City did not receive any map submissions from the public prior to the meeting. In addition to its prior notices, the City also published a notice of this hearing in the Appeal-Democrat, along with the NDC Green Map, which was also translated into Spanish and Punjabi.

On January 18, 2022, the City Council held the fourth public hearing regarding the proposed map and ordinance, waived the first reading, and voted 5-0 in favor of introducing the ordinance.

This item is now before the City Council to consider adopting the ordinance to establish a district-based system of elections for members of the City Council and to determine the sequence of elections.

Analysis:

After conducting a final public hearing, the City Council may make the final approval of the ordinance. The ordinance that was previously introduced is based on the “NDC Green Map”, including the election sequencing associated with the NDC Green Map. Consistent with State law, the ordinance will go into effect after 30 days, and the elections by District will start to take place in November of this year, with the remainder taking place in 2024. The proposed sequencing will ensure that there are exactly five Councilmembers at any one time.

Map Criteria

As noted in the prior meetings, there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. The divisions must be as nearly equal in population as possible
2. Race cannot be the “predominant” factor or criteria when drawing divisions
3. Compliance with the Federal Voting Rights Act (FVRA)
4. Compliance with the California Voting Rights Act (CVRA)

Optional Criteria for Creating Districts

Per Elections Code Section 21601 and Government Code Section 34884, the City Council may consider the following factors when establishing divisions, which criteria are not exclusive:

1. Topography;
2. Geography;
3. Cohesiveness, continuity, integrity, and compactness of territory; and
4. Communities of interests.

A community of interest is a neighborhood or group that would benefit from being in the same district because of shared interests, views, or characteristics. Possible community features include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
 - (1) Similar levels of income, education, or linguistic insolation;
 - (2) Languages spoken at home; and
 - (3) Single-family and multi-family housing unit areas.

Other traditional districting principles include:

- 1. Respect voters' choices / continuity in office
- 2. Future population growth

Conclusion:

After conducting a public hearing, the City Council may move to waive the second reading and adopt the proposed ordinance by title only.

Alternatives:

- 1. Decline to hold a public hearing at this time, or
- 2. Select an alternative district map, boundaries, or sequencing, and set another public hearing at a future Council meeting.

Recommendation:

- A. Conduct a Public Hearing, then
- B. Adopt an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council by title only and waive the second reading.

Attachments:

- 1. Ordinance Establishing District Based Election Systemv2 (1)
- 2. Districting - NDC Green (1)
- 3. Districting - NDC Purple
- 4. Districting - NDC Orange
- 5. Districting - Demo Map

Prepared By:
Shannon Chaffin
City Attorney

Submitted By:
Shannon Chaffin
City Attorney

ATTACHMENT 1

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, ADDING SECTIONS 2-9.04, 2-9.05, AND 2-9.06 TO CHAPTER 9, TITLE 2 OF THE YUBA CITY MUNICIPAL CODE TO ESTABLISH A DISTRICT-BASED SYSTEM OF ELECTIONS FOR MEMBERS OF THE CITY COUNCIL

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, pursuant to Government Code sections 34886 and 34871, the City has the authority to adopt an ordinance requiring members of the City Council to be elected by district in five districts; and

WHEREAS, pursuant to Elections Code section 10010, the City Council held public hearings on September 21, 2021 and October 5, 2021 to receive public input regarding the composition of district maps, and also held public hearings on December 21, 2021 and January 18, 2022 regarding the content of proposed district maps and sequences of elections; and

WHEREAS, also pursuant to Elections Code section 10010, the City Council held a public hearing on February 1, 2022, prior to adoption of this Ordinance; and

WHEREAS, in order to further the purposes of the California Voting Rights Act of 2001, the City Council now wishes to adopt 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 electoral districts to be established are described further in this Ordinance and shown on the district map attached hereto as Exhibit "A" to this Ordinance.

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

SECTION 1. Findings. The City Council finds as follows:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) The City Council hereby declares the intent and purpose of this Ordinance adopting a district-based system of elections for members of the City Council is to further the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code).

SECTION 2. By-District Electoral System. Section 2-9.04 is added to Chapter 2, Title 9 of the Yuba City Municipal Code to read in its entirety as follows:

2-9.04 By-District Electoral System.

- (a) Beginning with the November 8, 2022 general municipal election, and thereafter, members of the City Council of the City of Yuba City shall be elected by-district in five single-member districts.

- (b) Each member of the City Council elected or appointed to represent a district must reside in that district and be a registered voter in that district. Each candidate for City Council must be a registered voter in the City of Yuba City and reside in the district in which that candidate is seeking election at the time nomination papers are issued to that candidate, pursuant to Elections Code 34882. Termination of residency in a district by a seated Councilmember shall create a vacancy for that City Council district unless a substitute residence within the district is established within thirty (30) days after that termination of residency.
- (c) Notwithstanding any other provision of this chapter, the members of the City Council in office at the time this section takes effect may continue in office until the expiration of the full term to which they were elected and until their successor is qualified.

SECTION 3. Establishment of City Council Electoral Districts. Section 2-9.05 is added to Chapter 2, Title 9 of the Yuba City Municipal Code to read in its entirety as follows:

2-9.05 Establishment of City Council Electoral Districts.

- (a) Subject to the provisions of this chapter, members of the City Council shall be elected by-district from City Council districts shown and numbered on the map titled 'City of Yuba City District Map', a copy of which shall be on file in the City Clerk's office, and which is attached as Exhibit A to this ordinance.
- (b) The City Council electoral districts described in this section shall be adjusted from time to time as required by Elections Code section 21600 et seq. or by other law.

SECTION 4. Election Sequence for Implementation of By-District Electoral System. Section 2-9.06 is added to Chapter 2, Title 9 of the Yuba City Municipal Code to read in its entirety as follows:

2-9.06 Election Sequence for Implementation of By-District Electoral System.

Members of the City Council shall 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 shall be elected in City Council Districts 4 and 5 at the 2024 general municipal election and every four years thereafter.

SECTION 5. Severability. 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 6. Effective Date and Publication. 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 18th day of January, 2022, and passed and adopted at a regular meeting held on the ____th day of February, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Shaw, Mayor
City of Yuba City

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

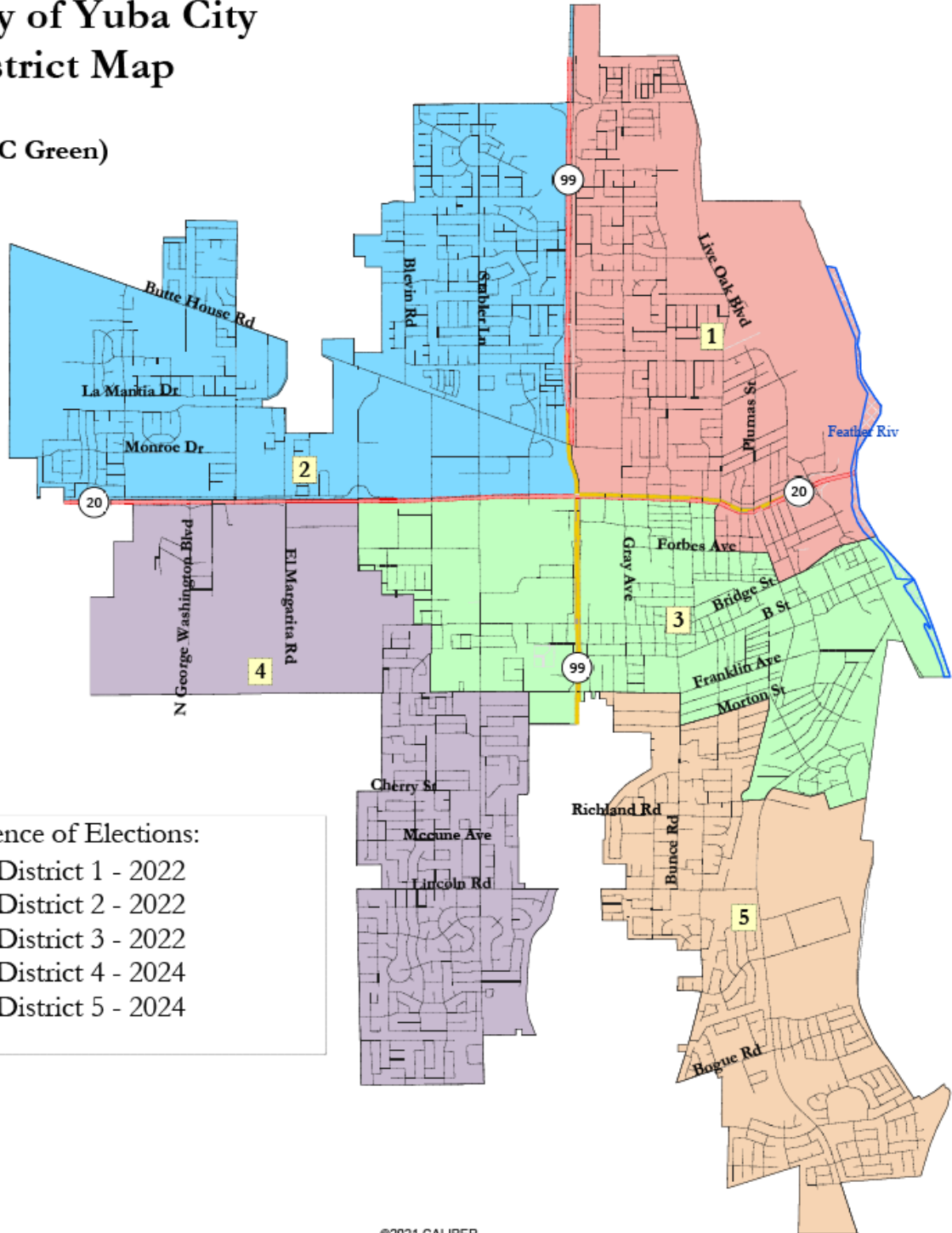
Exhibit A: City of Yuba City District Map

EXHIBIT A

CITY OF YUBA CITY DISTRICT MAP

City of Yuba City District Map

(NDC Green)



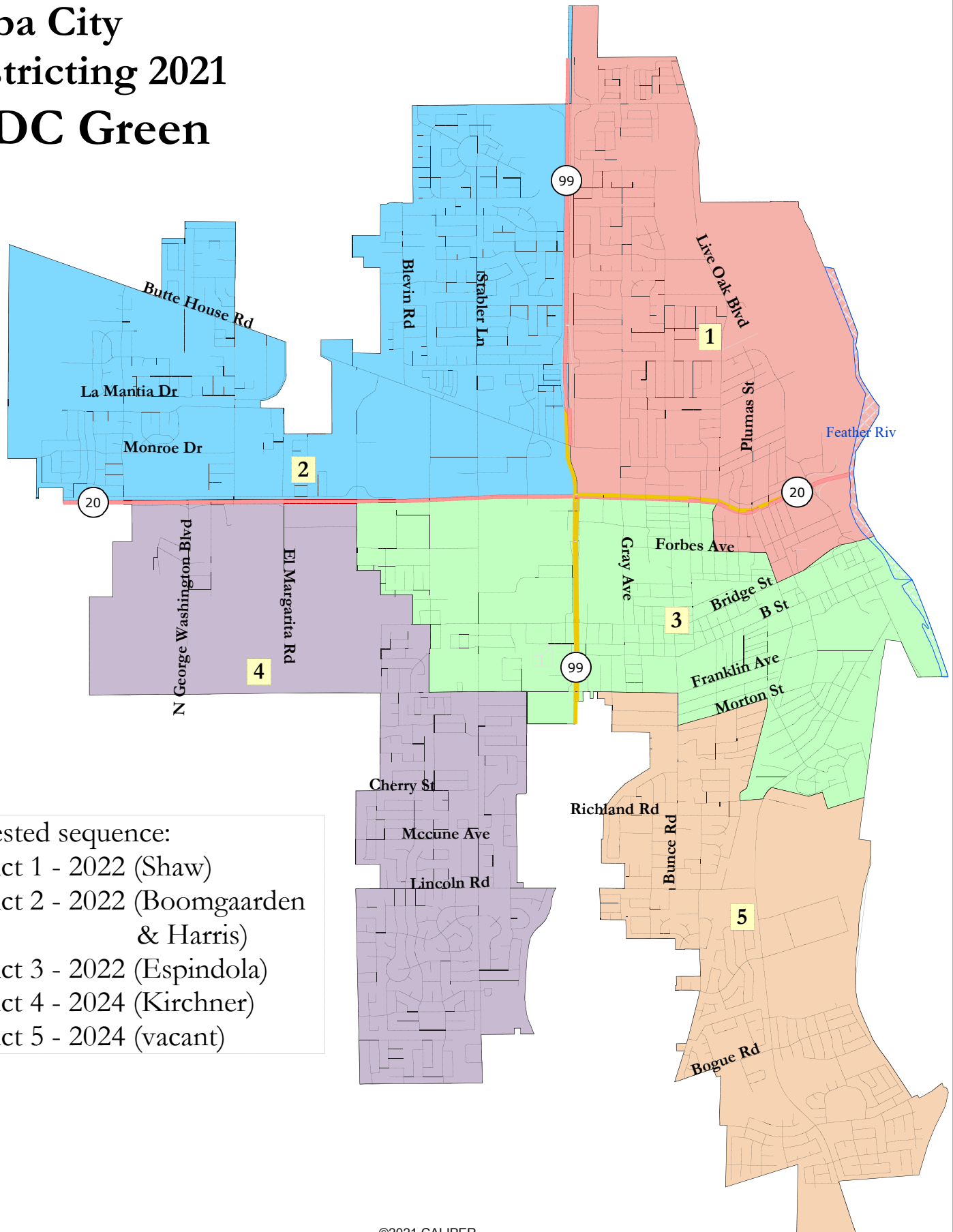
Sequence of Elections:

- District 1 - 2022
- District 2 - 2022
- District 3 - 2022
- District 4 - 2024
- District 5 - 2024

©2021 CALIPER

ATTACHMENT 2

Yuba City Districting 2021 NDC Green



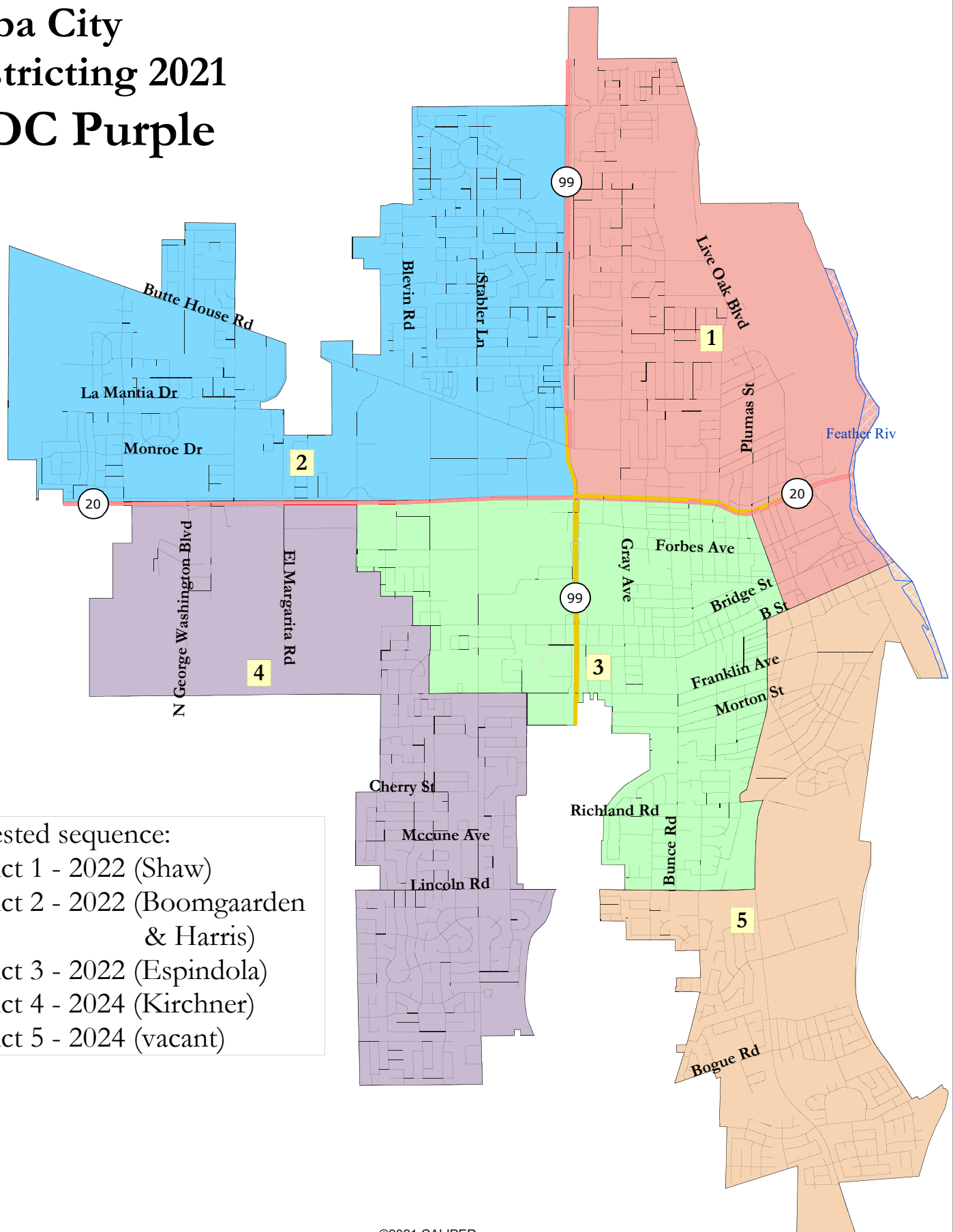
Suggested sequence:

- District 1 - 2022 (Shaw)
- District 2 - 2022 (Boomgaarden & Harris)
- District 3 - 2022 (Espindola)
- District 4 - 2024 (Kirchner)
- District 5 - 2024 (vacant)

<i>Yuba City NDC Green Map</i>							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	14,061	13,609	14,318	14,313	14,039	70,340
2020 Total Pop	Deviation from ideal	-7	-459	250	245	-29	709
	% Deviation	-0.05%	-3.26%	1.78%	1.74%	-0.21%	5.04%
	% Hisp	36%	18%	47%	22%	31%	31%
	% NH White	42%	51%	26%	31%	40%	38%
	% NH Black	4%	2%	3%	2%	3%	3%
Citizen Voting Age Pop	% Asian-American	12%	24%	20%	40%	20%	23%
	Total	8,222	9,486	7,263	9,453	8,009	42,431
	% Hisp	22%	15%	33%	15%	19%	20%
	% NH White	62%	61%	41%	46%	59%	54%
	% NH Black	2%	2%	5%	3%	4%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	11%	19%	16%	34%	16%	20%
	Total	6,357	8,689	5,063	8,463	7,345	35,917
	% Latino est.	23%	12%	32%	16%	22%	20%
	% Spanish-Surnamed	21%	12%	30%	15%	21%	19%
	% Asian-Surnamed	6%	13%	13%	29%	11%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	68%	71%	51%	52%	62%	61%
Voter Turnout (Nov 2018)	% NH Black	2%	2%	4%	2%	4%	3%
	Total	3,182	5,577	2,295	4,946	3,999	19,999
	% Latino est.	15%	9%	22%	11%	17%	13%
	% Spanish-Surnamed	15%	8%	21%	11%	16%	13%
	% Asian-Surnamed	5%	12%	15%	27%	11%	15%
	% Filipino-Surnamed	1%	1%	0%	1%	1%	1%
	% NH White est.	75%	76%	56%	57%	67%	67%
Voter Turnout (Nov 2020)	% NH Black	2%	2%	4%	2%	4%	3%
	Total	4,648	7,373	3,594	7,034	5,886	28,535
	% Latino est.	19%	11%	27%	14%	20%	17%
	% Spanish-Surnamed	18%	10%	26%	13%	19%	16%
	% Asian-Surnamed	7%	13%	15%	31%	12%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	71%	72%	52%	52%	63%	63%
ACS Pop. Est.	% NH Black est.	2%	2%	4%	2%	4%	3%
	Total	13,064	13,094	14,600	14,481	12,289	67,528
	age0-19	27%	25%	32%	26%	29%	28%
	age20-60	48%	48%	53%	54%	53%	51%
Age	age60plus	25%	26%	15%	20%	18%	21%
	immigrants	23%	15%	29%	31%	19%	24%
	naturalized	39%	68%	38%	63%	51%	51%
Immigration	english	59%	75%	47%	50%	72%	60%
	spanish	27%	9%	37%	13%	14%	20%
	asian-lang	1%	2%	2%	2%	2%	2%
	other lang	13%	13%	14%	35%	13%	18%
Language spoken at home	Language Fluency	Speaks Eng. "Less than Very Well"	19%	9%	27%	24%	12%
	Education (among those age 25+)	hs-grad	54%	49%	47%	47%	49%
		bachelor	11%	19%	6%	12%	14%
Child in Household		graduatedegree	3%	10%	3%	9%	8%
		child-under18	36%	33%	45%	41%	43%
		employed	50%	56%	63%	64%	63%
Pct of Pop. Age 16+		income 0-25k	31%	13%	27%	12%	13%
		income 25-50k	27%	22%	31%	18%	21%
		income 50-75k	18%	15%	20%	23%	19%
		income 75-200k	22%	41%	21%	41%	40%
		income 200k-plus	1%	8%	0%	5%	6%
Household Income		single family	60%	85%	63%	97%	86%
		multi-family	40%	15%	37%	3%	14%
		rented	59%	30%	70%	31%	36%
		owned	41%	70%	30%	69%	64%
Housing Stats							
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

ATTACHMENT 3

Yuba City Districting 2021 NDC Purple



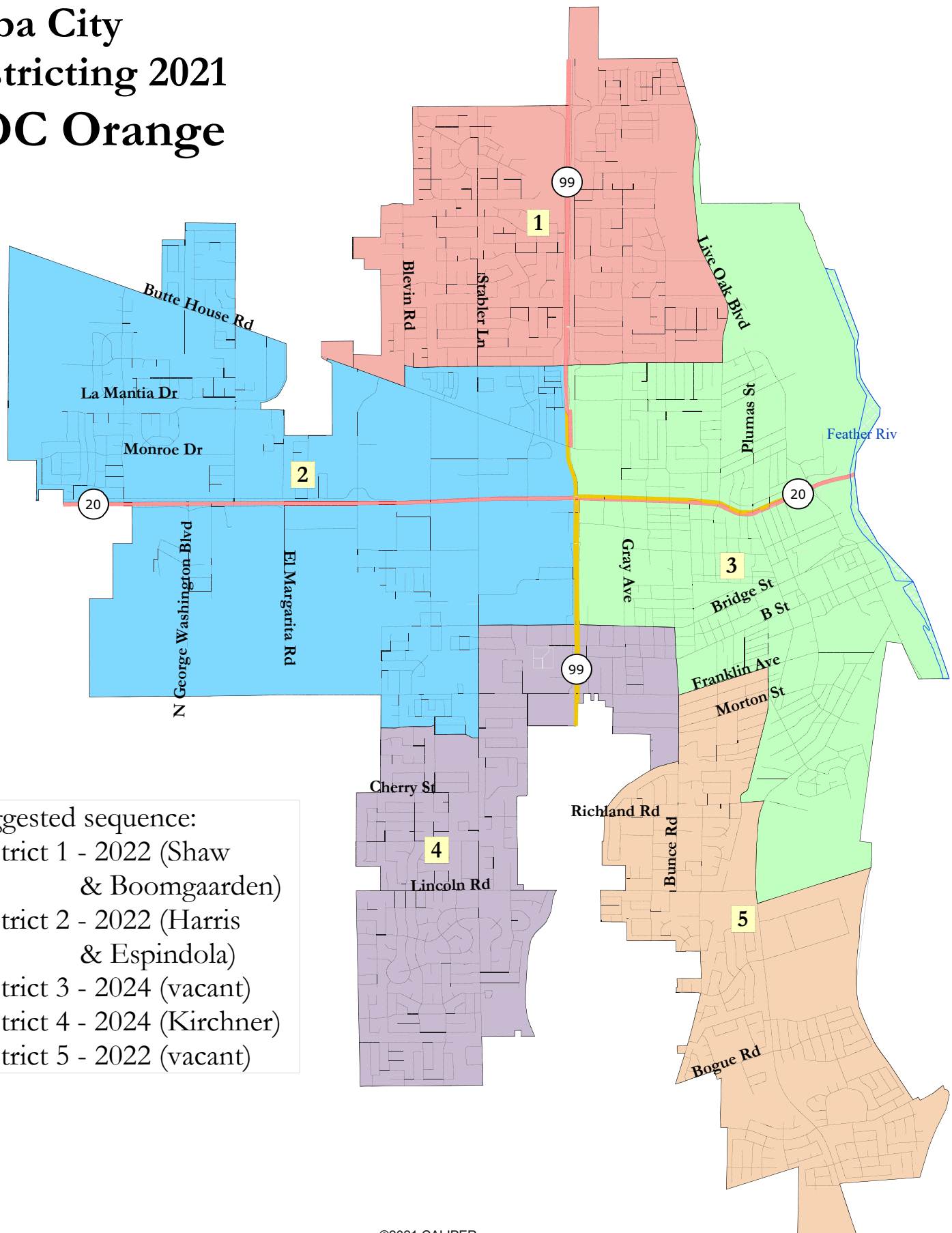
Suggested sequence:

- District 1 - 2022 (Shaw)
- District 2 - 2022 (Boomgaarden & Harris)
- District 3 - 2022 (Espindola)
- District 4 - 2024 (Kirchner)
- District 5 - 2024 (vacant)

<i>Yuba City NDC Purple Map</i>							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	13,910	13,609	14,416	14,313	14,092	70,340
2020 Total Pop	Deviation from ideal	-158	-459	348	245	24	807
	% Deviation	-1.12%	-3.26%	2.47%	1.74%	0.17%	5.74%
	% Hisp	36%	18%	37%	22%	41%	31%
	% NH White	42%	51%	33%	31%	32%	38%
	% NH Black	4%	2%	3%	2%	3%	3%
Citizen Voting Age Pop	% Asian-American	12%	24%	21%	40%	19%	23%
	Total	8,168	9,486	7,959	9,453	7,365	42,431
	% Hisp	22%	15%	24%	15%	27%	20%
	% NH White	62%	61%	52%	46%	49%	54%
	% NH Black	2%	2%	3%	3%	6%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	11%	19%	17%	34%	15%	20%
	Total	6,278	8,689	6,117	8,463	6,370	35,917
	% Latino est.	23%	12%	25%	16%	27%	20%
	% Spanish-Surnamed	21%	12%	24%	15%	25%	19%
	% Asian-Surnamed	6%	13%	11%	29%	12%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	68%	71%	60%	52%	55%	61%
Voter Turnout (Nov 2018)	% NH Black	2%	2%	3%	2%	6%	3%
	Total	3,137	5,577	3,110	4,946	3,229	19,999
	% Latino est.	15%	9%	18%	11%	19%	13%
	% Spanish-Surnamed	15%	8%	18%	11%	18%	13%
	% Asian-Surnamed	5%	12%	12%	27%	13%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	75%	76%	65%	57%	61%	67%
Voter Turnout (Nov 2020)	% NH Black	2%	2%	2%	2%	5%	3%
	Total	4,594	7,373	4,633	7,034	4,901	28,535
	% Latino est.	19%	11%	22%	14%	23%	17%
	% Spanish-Surnamed	18%	10%	21%	13%	22%	16%
	% Asian-Surnamed	7%	13%	12%	31%	14%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	71%	72%	62%	52%	57%	63%
ACS Pop. Est.	% NH Black est.	2%	2%	2%	2%	5%	3%
	Total	12,981	13,094	13,995	14,481	12,977	67,528
Age	age0-19	27%	25%	30%	26%	31%	28%
	age20-60	48%	48%	52%	54%	54%	51%
	age60plus	25%	26%	18%	20%	14%	21%
Immigration	immigrants	23%	15%	27%	31%	22%	24%
	naturalized	39%	68%	40%	63%	46%	51%
Language spoken at home	english	58%	75%	60%	50%	58%	60%
	spanish	27%	9%	22%	13%	31%	20%
	asian-lang	1%	2%	2%	2%	2%	2%
	other lang	13%	13%	17%	35%	10%	18%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	9%	21%	24%	19%	19%
Education (among those age 25+)	hs-grad	54%	49%	49%	47%	45%	49%
	bachelor	11%	19%	9%	12%	10%	12%
	graduatedegree	3%	10%	6%	9%	6%	7%
Child in Household	child-under18	36%	33%	41%	41%	47%	40%
Pct of Pop. Age 16+	employed	50%	56%	63%	64%	62%	59%
Household Income	income 0-25k	31%	13%	24%	12%	17%	20%
	income 25-50k	27%	22%	29%	18%	23%	24%
	income 50-75k	18%	15%	21%	23%	18%	19%
	income 75-200k	22%	41%	24%	41%	37%	33%
	income 200k-plus	1%	8%	2%	5%	5%	4%
Housing Stats	single family	61%	85%	64%	97%	85%	77%
	multi-family	39%	15%	36%	3%	15%	23%
	rented	59%	30%	64%	31%	42%	46%
	owned	41%	70%	36%	69%	58%	54%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

ATTACHMENT 4

Yuba City Districting 2021 NDC Orange



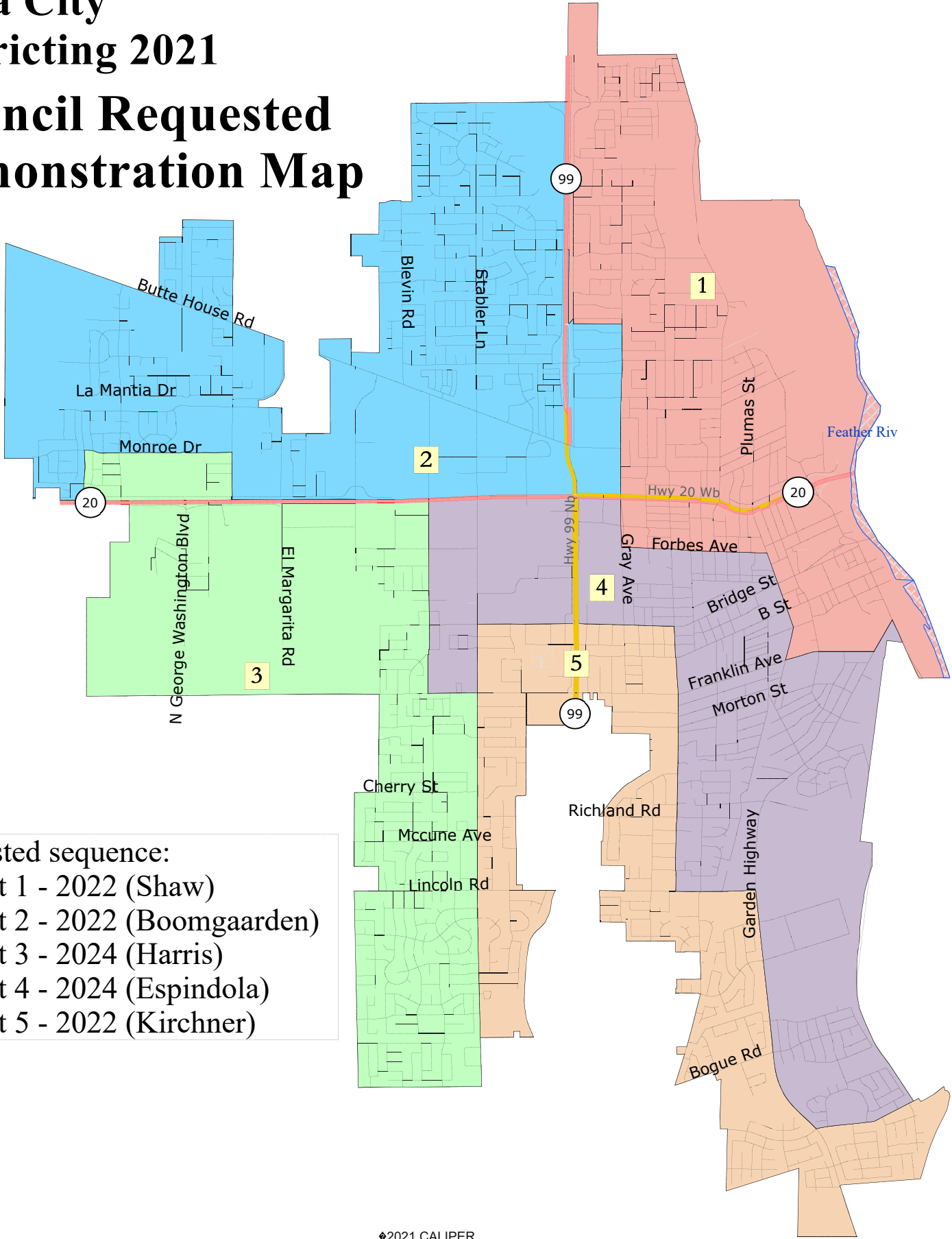
Suggested sequence:
 District 1 - 2022 (Shaw
 & Boomgaarden)
 District 2 - 2022 (Harris
 & Espindola)
 District 3 - 2024 (vacant)
 District 4 - 2024 (Kirchner)
 District 5 - 2022 (vacant)

Yuba City NDC Orange Map							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	13,922	13,608	14,325	14,126	14,359	70,340
2020 Total Pop	Deviation from ideal	-146	-460	257	58	291	751
	% Deviation	-1.04%	-3.27%	1.83%	0.41%	2.07%	5.34%
	% Hisp	26%	20%	51%	25%	32%	31%
	% NH White	46%	37%	34%	31%	40%	38%
	% NH Black	3%	3%	4%	2%	3%	3%
Citizen Voting Age Pop	% Asian-American	20%	35%	5%	37%	20%	23%
	Total	8,706	8,817	7,353	9,471	8,085	42,431
	% Hisp	16%	19%	34%	17%	19%	20%
	% NH White	62%	50%	56%	46%	59%	54%
	% NH Black	3%	2%	4%	3%	4%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	17%	25%	4%	32%	16%	20%
	Total	8,173	7,297	5,215	7,759	7,473	35,917
	% Latino est.	16%	14%	33%	18%	23%	20%
	% Spanish-Surnamed	15%	13%	31%	17%	21%	19%
	% Asian-Surnamed	12%	21%	2%	27%	11%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	69%	62%	60%	52%	62%	61%
Voter Turnout (Nov 2018)	% NH Black	3%	2%	4%	3%	4%	3%
	Total	4,938	4,315	2,269	4,417	4,060	19,999
	% Latino est.	11%	9%	23%	13%	17%	13%
	% Spanish-Surnamed	10%	9%	22%	12%	16%	13%
	% Asian-Surnamed	10%	19%	2%	26%	11%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	75%	69%	67%	57%	67%	67%
Voter Turnout (Nov 2020)	% NH Black	3%	1%	3%	3%	4%	3%
	Total	6,653	6,062	3,477	6,354	5,989	28,535
	% Latino est.	13%	12%	28%	16%	20%	17%
	% Spanish-Surnamed	13%	11%	27%	15%	19%	16%
	% Asian-Surnamed	12%	22%	2%	28%	12%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	71%	63%	64%	52%	63%	63%
ACS Pop. Est.	% NH Black est.	3%	2%	4%	3%	4%	3%
	Total	13,043	13,227	14,140	14,734	12,384	67,528
	age0-19	27%	26%	30%	28%	29%	28%
Age	age20-60	46%	51%	52%	54%	54%	51%
	age60plus	27%	23%	18%	19%	17%	21%
	immigrants	21%	24%	24%	29%	20%	24%
Immigration	naturalized	54%	62%	26%	61%	49%	51%
	english	68%	61%	50%	52%	72%	60%
	spanish	15%	14%	45%	12%	14%	20%
Language spoken at home	asian-lang	2%	1%	1%	2%	2%	2%
	other lang	15%	24%	4%	33%	12%	18%
	Speaks Eng. "Less than Very Well"	14%	18%	24%	24%	13%	19%
Language Fluency	hs-grad	49%	50%	51%	47%	47%	49%
	bachelor	17%	13%	6%	12%	13%	12%
	graduatedegree	8%	7%	2%	8%	8%	7%
Education (among those age 25+)	child-under18	36%	37%	40%	43%	43%	40%
Child in Household	employed	52%	58%	58%	64%	63%	59%
Pct of Pop. Age 16+	income 0-25k	20%	16%	33%	14%	14%	20%
Household Income	income 25-50k	19%	28%	31%	21%	21%	24%
	income 50-75k	19%	18%	17%	23%	19%	19%
	income 75-200k	36%	33%	18%	39%	41%	33%
	income 200k-plus	5%	5%	0%	4%	6%	4%
	single family	77%	77%	61%	90%	85%	77%
Housing Stats	multi-family	23%	23%	39%	10%	15%	23%
	rented	36%	45%	70%	39%	37%	46%
	owned	64%	55%	30%	61%	63%	54%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

ATTACHMENT 5

Yuba City Districting 2021

Council Requested Demonstration Map



<i>Yuba City Council Requested Demonstration Map</i>							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	14,515	14,444	13,525	14,254	13,602	70,340
2020 Total Pop	Deviation from ideal	447	376	-543	186	-466	990
	% Deviation	3.18%	2.67%	-3.86%	1.32%	-3.31%	7.04%
	% Hisp	38%	20%	20%	46%	29%	31%
	% NH White	41%	51%	29%	31%	37%	38%
	% NH Black	4%	3%	2%	3%	2%	3%
Citizen Voting Age Pop	% Asian-American	11%	22%	45%	15%	25%	23%
	Total	8,248	10,046	8,611	7,235	8,291	42,431
	% Hisp	23%	16%	12%	29%	23%	20%
	% NH White	61%	62%	47%	50%	49%	54%
	% NH Black	3%	2%	1%	5%	5%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	10%	17%	37%	12%	20%	20%
	Total	6,494	8,896	7,802	5,722	7,003	35,917
	% Latino est.	24%	13%	15%	31%	22%	20%
	% Spanish-Surnamed	22%	12%	14%	29%	20%	19%
	% Asian-Surnamed	6%	13%	32%	8%	15%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	67%	71%	51%	56%	59%	61%
Voter Turnout (Nov 2018)	% NH Black	2%	2%	1%	5%	5%	3%
	Total	3,214	5,654	4,551	2,684	3,896	19,999
	% Latino est.	16%	9%	11%	22%	16%	13%
	% Spanish-Surnamed	15%	8%	10%	22%	15%	13%
	% Asian-Surnamed	5%	11%	30%	9%	14%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	74%	76%	56%	62%	64%	67%
Voter Turnout (Nov 2020)	% NH Black	2%	2%	1%	4%	5%	3%
	Total	4,709	7,487	6,516	4,180	5,643	28,535
	% Latino est.	20%	11%	13%	27%	19%	17%
	% Spanish-Surnamed	19%	10%	12%	25%	18%	16%
	% Asian-Surnamed	6%	13%	33%	9%	16%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	70%	73%	51%	58%	60%	63%
ACS Pop. Est.	% NH Black est.	2%	2%	1%	4%	5%	3%
	Total	13,389	13,993	13,592	13,722	12,832	67,528
Age	age0-19	27%	26%	27%	32%	28%	28%
	age20-60	50%	47%	53%	53%	54%	51%
	age60plus	23%	27%	21%	14%	18%	21%
Immigration	immigrants	23%	15%	31%	27%	22%	24%
	naturalized	37%	64%	62%	37%	57%	51%
Language spoken at home	english	58%	74%	50%	54%	65%	60%
	spanish	29%	11%	9%	35%	17%	20%
	asian-lang	2%	2%	2%	1%	2%	2%
	other lang	11%	13%	39%	11%	16%	18%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	10%	25%	23%	15%	19%
Education (among those age 25+)	hs-grad	54%	49%	46%	46%	48%	49%
	bachelor	10%	18%	12%	7%	13%	12%
	graduatedegree	3%	9%	9%	4%	8%	7%
Child in Household	child-under18	36%	33%	43%	46%	42%	40%
Pct of Pop. Age 16+	employed	52%	55%	64%	63%	63%	59%
Household Income	income 0-25k	32%	14%	12%	24%	15%	20%
	income 25-50k	26%	24%	20%	28%	22%	24%
	income 50-75k	17%	16%	23%	19%	22%	19%
	income 75-200k	23%	38%	41%	26%	37%	33%
	income 200k-plus	1%	7%	4%	2%	5%	4%
Housing Stats	single family	62%	79%	95%	73%	82%	77%
	multi-family	38%	21%	5%	27%	18%	23%
	rented	58%	37%	30%	60%	42%	46%
	owned	42%	63%	70%	40%	58%	54%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

CITY OF YUBA CITY
STAFF REPORT

Date: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Staffing and Salary Modifications in the Finance Department

Recommendation: Adopt a Resolution approving the following changes to the Finance Department's authorized positions in the FY 2021-22 Operating Budget and amend the salary schedule as follows:

- A. Add an Accounting Manager (MM Unit - temporary overfill) and;
- B. Amend the salary schedule for the Accounting Manager, Accountant II, and Accountant I in the amounts discussed further below, and;
- C. Authorize a supplemental appropriation to the appropriate Finance Department salary and benefits accounts in the amount of \$58,600

Fiscal Impact: The anticipated impact on the current year will be \$58,600 for the Finance Department in FY 2021-22

Purpose:

The Finance Department has been evaluating its staffing and needs because of turnover in the accounting positions. After staffing analysis, the Department has additional recommendations to the changes that were approved at the December 21, 2021 City Council meeting.

Council's Strategic Goal:

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

Background:

The Yuba City Finance Department has an accounting group, often referred to as the "back office" due to its location in the Finance Department. This accounting group performs bookkeeping and accounting functions, carries out the day-to-day treasury functions, manages the creation and administration of the annual operating and capital improvement budgets, manages the City's outstanding debt obligations and related reporting requirements, prepares for and manages all of the City's external audits.

In addition to the above, the accounting division has completed extensive work on very detailed labor

calculations for management, incurring over 600 overtime hours in each of the last two years. The Finance Department's management team is working to address overtime for the accountant position while spreading the technical accounting and sensitive labor costing tasks over two positions.

Analysis:

In the past, the Finance Department had the benefit of several seasoned staff with both the technical expertise and the experience with the City to anticipate needs and provide thorough analysis to help guide managerial decisions. However, the Finance Department has struggled to retain accounting staff, and to recruit replacements who are qualified to perform the job functions. Additionally, the City is planning for the announced retirement of its most senior and qualified team member in the Finance Department. Combined with the recent turnover in the back office, the department is at a crossroads that will determine how the Finance Department will function in the future.

First, to address our succession-planning needs, Finance is requesting to temporarily overfill the Accounting Manager (MM), one of the City's most key positions, due to a pending retirement. This will allow us to recruit and appoint a successor who can train with the incumbent for a period prior to the incumbent's departure. While the specific departure date has not been definitively set, we anticipate this overfill period to last approximately four months, resulting in a projected \$58,600 fiscal impact. Once the retirement actually occurs, the expectation is that the "overfill" situation will dissolve and that the City will staff with one Accounting Manager position moving forward.

The other challenges Finance recently experienced with respect to retaining and recruiting at the Accounting Manager, Accountant II and I levels highlighted a substantial competitiveness impediment. An outside consultant conducted a total compensation survey for these three classifications using the City's typical comparator local government agencies. The manager position is approximately 36.36% below market, while the accountant positions are off approximately 12-13%. Based on the total compensation survey, the City is recommending salary increases for the Accounting Manager (28.68%), Accountant II (12.16%), and Accountant I (12.80%). These recommended changes have been discussed with the applicable bargaining units.

Fiscal Impact:

The anticipated impact on the current year will be \$58,600 for the Finance Department in FY 2021-22.

Alternatives:

1. Do not approve the Resolution that adds an Administrative Manager to the budget, or
2. Do not approve the salary schedule amendments, or
3. Direct staff to other alternatives.

Recommendation:

Adopt a Resolution approving the following changes to the Finance Department's authorized positions in the FY 2021-22 Operating Budget and amend the salary schedule as follows:

- A. Add an Accounting Manager (MM Unit - temporary overfill) and;
- B. Amend the salary schedule for the Accounting Manager (\$29,200), Accountant II (\$9,100), and Accountant I (\$8,600) and;
- C. Authorize a supplemental appropriation to the appropriate Finance Department salary and

benefits accounts in the amount of \$58,600.

Attachments:

1. Finance Department Reorg Reso 2-1-22 (4)
2. Proposed Salary Schedule

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
AUTHORIZING THE DIRECTOR OF FINANCE TO ADD ONE ADDITIONAL ACCOUNTING
MANAGER POSITION, AMEND THE SALARY SCHEDULE FOR THE ACCOUNTING
MANAGER, ACCOUNTANT II, AND ACCOUNTANT I**

WHEREAS, the Finance Department is evaluating its staffing needs in response to shifting work responsibilities, recruitment difficulties, and retention issues; and

WHEREAS, the Finance Department has identified the need to amend the salary schedule for the Accounting Manager, Accountant II, and Accountant I positions; and

WHEREAS, the Finance Department has also identified the need for an additional Accounting Manager for the remainder of the fiscal year; and

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

Adopt a Resolution approving the following changes to the Finance Department's positions in the FY 2021-22 Operating Budget:

- A. Add an Accounting Manager and;
- B. Authorize a supplemental appropriation to the appropriate Finance Department salary and benefits accounts in the amount of \$58,600.
- C. Amend the salary schedule for the Accounting Manager, Accountant II, and Accountant I,

Change: Accounting Manager salary schedule

To:

	1	2	3	4	5
JCN	8,952	9,400	9,870	10,364	10,882
7165	51.65	54.23	56.94	59.79	62.78

	1	2	3	4	5	6	7	8	9
JCN	8,952	9,176	9,400	9,635	9,870	10,117	10,364	10,623	10,882
7565	51.65	52.94	54.23	55.59	56.94	58.37	59.79	61.29	62.78

From:

	1	2	3	4	5
JCN	6,957	7,305	7,670	8,054	8,457
7165	40.14	42.14	44.25	46.47	48.79

	1	2	3	4	5	6	7	8	9
JCN	6,957	7,131	7,305	7,488	7,670	7,862	8,054	8,255	8,457
7565	40.14	41.14	42.14	43.20	44.25	45.36	46.47	47.63	48.79

Change: Accountant II salary schedule

To:

	1	2	3	4	5
JCN	5,714	6,000	6,300	6,615	6,946
6069	32.97	34.62	36.35	38.16	40.07

	1	2	3	4	5	6	7	8	9
JCN	5,714	5,857	6,000	6,150	6,300	6,458	6,615	6,781	6,946
7160	32.97	33.79	34.62	35.48	36.35	37.26	38.16	39.12	40.07

From:

	1	2	3	4	5
JCN	5,095	5,350	5,618	5,899	6,193
6069	29.39	30.87	32.41	34.03	35.73

	1	2	3	4	5	6	7	8	9
JCN	5,095	5,223	5,350	5,484	5,618	5,759	5,899	6,046	6,193
7160	29.39	30.13	30.87	31.64	32.41	33.23	34.03	34.88	35.73

Change: Accountant I salary schedule

To:

	1	2	3	4	5
JCN	5,176	5,435	5,707	5,992	6,292
4101	29.86	31.36	32.93	34.57	36.30

	1	2	3	4	5	6	7	8	9
JCN	5,176	5,306	5,435	5,571	5,707	5,850	5,992	6,142	6,292
5101	29.86	30.61	31.36	32.14	32.93	33.75	34.57	35.43	36.30

From:

	1	2	3	4	5
JCN	4,589	4,818	5,059	5,312	5,578
4101	26.48	27.80	29.19	30.65	32.18

	1	2	3	4	5	6	7	8	9
JCN	4,589	4,704	4,818	4,939	5,059	5,186	5,312	5,445	5,578
5101	26.48	27.14	27.80	28.49	29.19	29.92	30.65	31.41	32.18

These changes shall become effective with the payroll period beginning January 29, 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 1st day of February, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE FEBRUARY 1, 2022**

Confidential

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
1048	ACCOUNTANT I	CON	5,176 29.86	5,435 31.36	5,707 32.93	5,992 34.57	6,292 36.30	Monthly Hourly
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

Confidential

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 04/28/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
1248	ACCOUNTANT I	CON	5,176 29.86	5,306 30.61	5,435 31.36	5,571 32.14	5,707 32.93	5,850 33.75	5,992 34.57	6,142 35.43	6,292 36.30	Monthly Hourly
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

Executive Unit

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
8070 *	CITY MANAGER	CM	-	-	-	-	17,500	Monthly
			-	-	-	-	100.96	Hourly
8090*	PUBLIC WORKS DIRECTOR//CITY ENGINEER	DH	11,817	-	-	-	14,795	Monthly
			68.17	-	-	-	85.36	Hourly
8040*	DIRECTOR OF DEVELOPMENT SERVICES	DH	10,718	-	-	-	13,419	Monthly
			61.84	-	-	-	77.42	Hourly
8010*	DIRECTOR OF HUMAN RESOURCES	DH	10,020	-	-	-	12,545	Monthly
			57.81	-	-	-	72.38	Hourly
8140*	DIRECTOR OF COMMUNITY SERVICES	DH	8,600	-	-	-	13,021	Monthly
			49.61	-	-	-	75.12	Hourly
8030*	FIRE CHIEF	DH	12,461	-	-	-	15,600	Monthly
			71.89	-	-	-	90.00	Hourly
8050*	POLICE CHIEF	DH	12,461	-	-	-	15,600	Monthly
			71.89	-	-	-	90.00	Hourly
8020*	DIRECTOR OF FINANCE	DH	10,022	-	-	-	13,764	Monthly
			57.82	-	-	-	79.41	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

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 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:

3180	FIRE CAPTAIN (PREVENTION)	FIRE	7,736	8,123	8,529	8,955	9,403	
			44.63	46.86	49.21	51.66	54.25	

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

Fire Association

Fire Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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	7919 45.69	8315 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	SALARY STEPS					
			1	2	3	4	5	
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	

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

Fire Management

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
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
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
6112	GROUND WATER DIST. SUPERVISOR	FLM	5,814 33.54	6,105 35.22	6,410 36.98	6,731 38.83	7,068 40.77	Monthly Hourly
6062	HOUSING PROGRAMS 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
6080	LABORATORY MANAGER	FLM	6,547 37.77	6,874 39.66	7,218 41.64	7,579 43.73	7,958 45.91	Monthly Hourly

First Level Management - Page 1

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
6131	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 3	FLM	5,119 29.53	5,375 31.01	5,644 32.56	5,926 34.19	6,222 35.90	Monthly Hourly
6132	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 4	FLM	5,247 30.27	5,509 31.78	5,784 33.37	6,073 35.04	6,377 36.79	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
6095	PERMIT CENTER MANAGER	FLM	5,095 29.39	5,350 30.87	5,618 32.41	5,899 34.03	6,193 35.73	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

First Level Management - Page 2

First Level Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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

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).

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
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
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
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
6512	GROUND WATER DIST. SUPERVISOR	FLM	5,814 33.54	5,960 34.38	6,105 35.22	6,258 36.10	6,410 36.98	6,571 37.91	6,731 38.83	6,899 39.80	7,068 40.77	Monthly Hourly
6462	HOUSING PROGRAMS 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

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	
6480	LABORATORY MANAGER	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
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
6531	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 3	FLM	5,119 29.53	5,247 30.27	5,375 31.01	5,510 31.79	5,644 32.56	5,785 33.38	5,926 34.19	6,074 35.04	6,222 35.90	Monthly Hourly
6532	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 4	FLM	5,247 30.27	5,378 31.03	5,509 31.78	5,647 32.58	5,784 33.37	5,929 34.21	6,073 35.04	6,225 35.91	6,377 36.79	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
6495	PERMIT CENTER 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
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

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	
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

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).

Mid Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					6	
			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
7115*	ASSISTANT CHIEF - FIRE	MM	10,279 59.30	10,793 62.27	11,333 65.38	11,900 68.65	12,495 72.08		Monthly Hourly
7116*	ASSISTANT CHIEF - FIRE OPERATIONS (INTERIM)	MM	10,793 62.27	11,333 65.38	11,900 68.65	12,495 72.09	13,119 75.69		Monthly Hourly
7117*	ASSISTANT CHIEF - FIRE ADMINISTRATION (INTERIM)	MM	10,279 59.30	10,793 62.27	- -	- -	- -		Monthly Hourly
7135*	ASSISTANT PUBLIC WORKS DIRECTOR	MM	10,170 58.67	10,679 61.61	11,213 64.69	11,774 67.93	12,363 71.33		Monthly Hourly
7140*	ASSISTANT P.W. DIRECTOR - UTILITIES	MM	10,170 58.67	10,679 61.61	11,213 64.69	11,774 67.93	12,363 71.33		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
7175*	DEPUTY P.W. DIRECTOR - ENGINEERING	MM	9,015 52.01	9,466 54.61	9,939 57.34	10,436 60.21	10,958 63.22		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	8,562 49.40	8,990 51.87	9,440 54.46	9,912 57.18	10,408 60.05		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

Mid Managers - Page 1

Mid Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS						
			1	2	3	4	5	6	
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
7310*	ENGINEER - SENIOR - CITY SURVEYOR	MM	7,763 44.79	8,151 47.03	8,559 49.38	8,987 51.85	9,436 54.44		Monthly Hourly
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	11,426 65.92	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
7130*	PLANNER-PRINCIPAL	MM	7,571 43.68	7,950 45.87	8,347 48.16	8,764 50.56	9,202 53.09		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
7090*	PUBLIC WORKS SUPERINTENDENT	MM	7,755 44.74	8,143 46.98	8,550 49.33	8,977 51.79	9,426 54.38		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
7200*	REGULATORY COMPLIANCE ADMINISTRATOR	MM	7,775 44.86	8,164 47.10	8,572 49.45	9,001 51.93	9,451 54.52		Monthly Hourly
7091*	UTILITIES SUPERINTENDENT	MM	9,015 52.01	9,466 54.61	9,939 57.34	10,436 60.21	10,958 63.22		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).

Mid Managers			EFFECTIVE 04/28/2018 - NEW HIRES ONLY											
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS											
			1	2	3	4	5	6	7	8	9	10	11	
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	
7515*	ASSISTANT CHIEF - FIRE	MM	10,279 59.30	10,536 60.78	10,793 62.27	11,063 63.83	11,333 65.38	11,617 67.02	11,900 68.65	12,197 70.37	12,495 72.08		Monthly Hourly	
7116*	ASSISTANT CHIEF - FIRE OPERATIONS (INTERIM)	MM	10,793 62.27	11,063 63.83	11,333 65.38	11,617 67.02	11,900 68.65	12,198 70.37	12,495 72.09	12,807 73.89	13,119 75.69		Monthly Hourly	
7117*	ASSISTANT CHIEF - FIRE ADMINISTRATION (INTERIM)	MM	10,279 59.30	10,536 60.78	10,793 62.27	- -	- -	- -	- -	- -	- -		Monthly Hourly	
7136*	ASSISTANT PUBLIC WORKS DIRECTOR	MM	10,170 58.67	10,425 60.14	10,679 61.61	10,946 63.15	11,213 64.69	11,494 66.31	11,774 67.93	12,069 69.63	12,363 71.33		Monthly Hourly	
7540*	ASSISTANT P.W. DIRECTOR - UTILITIES	MM	10,170 58.67	10,425 60.14	10,679 61.61	10,946 63.15	11,213 64.69	11,494 66.31	11,774 67.93	12,069 69.63	12,363 71.33		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	
7575*	DEPUTY P.W. DIRECTOR - ENGINEERING	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	
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	8,562 49.40	8,776 50.63	8,990 51.87	9,215 53.16	9,440 54.46	9,676 55.82	9,912 57.18	10,160 58.62	10,408 60.05		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	

Mid Manager (9 Step) - Page 1

Mid Managers			EFFECTIVE 04/28/2018 - NEW HIRES ONLY											
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS											
			1	2	3	4	5	6	7	8	9	10	11	
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
7710*	ENGINEER - SENIOR - CITY SURVEYOR	MM	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	9,212 53.15	9,436 54.44			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	11,154 64.35	11,426 65.92	Monthly Hourly
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
7530*	PLANNER-PRINCIPAL	MM	7,571 43.68	7,761 44.78	7,950 45.87	8,149 47.01	8,347 48.16	8,556 49.36	8,764 50.56	8,983 51.83	9,202 53.09			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
7490*	PUBLIC WORKS SUPERINTENDENT	MM	7,755 44.74	7,949 45.86	8,143 46.98	8,347 48.16	8,550 49.33	8,764 50.56	8,977 51.79	9,201 53.08	9,426 54.38			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
7600*	REGULATORY COMPLIANCE ADMINISTRATOR	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
7092*	UTILITIES SUPERINTENDENT	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

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).

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

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

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 Association

JCN	CLASSIFICATION	Bargaining Group	1	2	SALARY STEPS 3	4	5	6
-----	----------------	---------------------	---	---	-------------------	---	---	---

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:

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.

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

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.

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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4101	ACCOUNTANT I	PEU, Local 1	5,176 29.86	5,435 31.36	5,707 32.93	5,992 34.57	6,292 36.30	Monthly Hourly
4052	ACCOUNT CLERK	PEU, Local 1	2,969 17.13	3,117 17.98	3,273 18.88	3,437 19.83	3,609 20.82	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
4015	ACCOUNTING TECHNICIAN	PEU, Local 1	3,991 23.03	4,191 24.18	4,401 25.39	4,621 26.66	4,852 27.99	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
4025	ADMINISTRATIVE TECHNICIAN	PEU, Local 1	3,498 20.18	3,673 21.19	3,857 22.25	4,050 23.37	4,253 24.54	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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4270	BUILDING INSPECTOR I	PEU, Local 1	4,258 24.57	4,471 25.79	4,695 27.09	4,930 28.44	5,176 29.86	Monthly Hourly
4292	BUILDING INSPECTOR II	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
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

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 CIVIL	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
4031	FACILITY AIDE	PEU, Local 1	2,600 15.00	2,730 15.75	2,866 16.53	3,009 17.36	3,159 18.23	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
4028	HOUSING PROGRAMS ANALYST I	PEU, Local 1	4,440 25.62	4,662 26.90	4,895 28.24	5,140 29.65	5,396 31.13	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

Public Employees Union, Local #1 - Page 3

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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
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
4045	LABORATORY RECEPTIONIST	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
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

Public Employees Union, Local #1 - Page 4

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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
4320	PRETREATMENT COORDINATOR	PEU, Local 1	5,197 29.98	5,457 31.48	5,730 33.06	6,017 34.71	6,318 36.45	Monthly Hourly
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

Public Employees Union, Local #1 - Page 5

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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
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:

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	5,176 29.86	5,306 30.61	5,435 31.36	5,571 32.14	5,707 32.93	5,850 33.75	5,992 34.57	6,142 35.43	6,292 36.30	Monthly Hourly
5052	ACCOUNT CLERK	PEU, Local 1	2,969 17.13	3,043 17.56	3,117 17.98	3,195 18.43	3,273 18.88	3,355 19.36	3,437 19.83	3,523 20.33	3,609 20.82	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
5015	ACCOUNTING TECHNICIAN	PEU, Local 1	3,991 23.03	4,091 23.60	4,191 24.18	4,296 24.78	4,401 25.39	4,511 26.03	4,621 26.66	4,737 27.33	4,852 27.99	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
5025	ADMINISTRATIVE TECHNICIAN	PEU, Local 1	3,498 20.18	3,586 20.69	3,673 21.19	3,765 21.72	3,857 22.25	3,954 22.81	4,050 23.37	4,151 23.95	4,253 24.54	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	4,258 24.57	4,365 25.18	4,471 25.79	4,583 26.44	4,695 27.09	4,813 27.77	4,930 28.44	5,053 29.15	5,176 29.86	Monthly Hourly

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5292	BUILDING INSPECTOR II	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
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
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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
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 CIVIL	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
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
5031	FACILITY AIDE	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	3,159 18.23	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
5028	HOUSING PROGRAMS ANALYST I	PEU, Local 1	4,440 25.62	4,551 26.26	4,662 26.90	4,779 27.57	4,895 28.24	5,018 28.95	5,140 29.65	5,268 30.39	5,396 31.13	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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
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
5045	LABORATORY RECEPTIONIST	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
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
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

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	
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
5320	PRETREATMENT COORDINATOR	PEU, Local 1	5,197 29.98	5,327 30.73	5,457 31.48	5,594 32.27	5,730 33.06	5,874 33.89	6,017 34.71	6,167 35.58	6,318 36.45	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
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

Public Employees Union, Local 1 (9-Step) - Page 5

Public Employees Union, Local #1

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	
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
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:

Elected Officials, Part-Time, Extra Help, Limited Term and At-Will Contract Employees - EFFECTIVE JANUARY 1, 2022

JCN	CLASSIFICATION	Bargaining	SALARY STEPS				
		Group	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.

EMPLOYEE BARGAINING GROUPS

CON - Confidential	FLM - 1st Level Manager
PEU, Local 1 - General Employees	PD - Police Department
DH - Department Head	FIRE - Fire Department
MM - Middle Manager	PS - Police Sergeant
FM - Fire Management	

CITY OF YUBA CITY
STAFF REPORT

Date: February 1, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Public Works and Development Services Department Management Modifications
Recommendation: Adopt a Resolution authorizing:

- A. Reclassify the Public Works Director classification to Director of Public Works and Development Services
- B. Reclassification of the Development Services Director position to a Deputy Director of Development Services position
- C. Reclassify the Utilities Superintendent position to Deputy Public Works Director - Utilities
- D. Corresponding changes to the publicly-available salary schedule

Fiscal Impact: The anticipated impact on the current budget year is balanced by salary savings.

Purpose:

To provide department management with consistent leadership for both the Public Works and Development Services Departments

Council's Strategic Goal:

Business Friendly

Background:

The long-serving Public Works Director was appointed to City Manager, resulting in a void in the Public Works Director position. Along with the Public Works Director, there are three mid-manager positions, including two Deputy Director positions with one Utilities Superintendent position in the Public Works Department, that support the Director through overseeing the Engineering, Utilities, and Maintenance divisions. The Department has approximately 112 full-time employees budgeted.

The Development Services Department Director directly oversees the Planning, and Housing divisions, with the Chief Building Official being the single mid-manager in the department, aiding oversight of both the Building and Code Enforcement Divisions. The Development Services Department has approximately 10 full-time employees.

The City Council has developed specific priorities over the last few years to be business friendly with an “open for business” priority. The Development Services Department and Public Works Department have worked closely together to insure consistent messaging and worked to streamline project development.

It has been difficult to recruit for many City positions and this is true for most agencies, public or private. Additionally, many agencies are recruiting executive level employees and agencies are competing for the same pool of executive candidates.

Analysis:

Staff is recommending that a single director leads both Public Works and Development Services for the foreseeable future. If the reorganization proposal is approved, the City Manager intends to appoint the current Development Services Director to the new leadership position over both units. The current incumbent Development Services Director has an engineering and public works background and was promoted to the Development Services Director position from the Public Works Department.

In order to accomplish this reorganization, the following changes would need to be approved by the City Council:

1) Effective February 12, 2022, revise the existing Public Works Director job description and title to “Director of Public Works and Development Services,” and direct staff to revise the related job description to encompass leadership of both departments. As noted above, the City Manager intends to appoint the current Development Services Director to this new Executive Team role;

With the Public Works/Development Services Director's involvement in both Public Works and Development Services, the recommendation is to increase the accompanying salary range for the new director position by 5% above the existing Public Works Director range:

Add: Director of Public Works and Development Services (Executive Team)

	1	-	-	-	5
JCN	11,817	-	-	-	15,535
8090	68.17	-	-	-	89.62

This change will become effective February 12, 2022.

2) Reclassify the existing (and soon-to-be vacant) Development Services Director position to a Deputy Director of Development Services classification, which will reside in the Mid-Management bargaining unit.

Staff communicated with the affected bargaining unit, Mid-Managers.

Add: Deputy Director of Development Services (Mid-Manager)

	1	2	3	4	5
JCN	10,119	10,625	11,156	11,714	12,300
TBD	58.38	61.30	64.36	67.58	70.96

	1	2	3	4	5	6	7	8	9
JCN	10,119	10,372	10,625	10,891	11,156	11,435	11,714	12,007	12,300
TBD	58.38	59.84	61.30	62.83	64.36	65.97	67.58	69.27	70.96

This addition shall become effective February 12, 2022.

Note: As part of the Mid-Manager's Memorandum of Understanding, a 9-step salary range was negotiated for new hires within this bargaining group. The 5-step salary schedule will continue to apply to City employees that promote into a Mid-Manager position. The applicable scale for the new Deputy Director will depend on whether an existing or new City employee is appointed to the position.

3) Effective February 12, 2022, reclassify Utilities Superintendent (which is filled) to Deputy Public Works-Utilities. Moving all division managers to the Deputy position will streamline the proposed Public Works and Development Services Department chain of command. However, the Utilities Superintendent's salary range is higher than the Deputy Public Works-Utilities salary range. Therefore, the salary for the Deputy Public Works-Utilities position needs to increase to the Utilities Superintendent's salary range to ensure the employee does not experience a salary decrease as a result of the reclassification. Staff is also recommending the Utilities Superintendent classification be eliminated.

Change the Deputy Public Works Director-Utilities salary range:

To:

	1	2	3	4	5
JCN	9,015	9,466	9,939	10,436	10,958
7160	52.01	54.61	57.34	60.21	63.22

	1	2	3	4	5	6	7	8	9
JCN	9,015	9,241	9,466	9,703	9,939	10,188	10,436	10,697	10,958
7160	52.01	53.31	54.61	55.98	57.34	58.78	60.21	61.71	63.22

From:

	1	2	3	4	5
JCN	8,562	8,990	9,440	9,912	10,408
7160	49.40	51.87	54.46	57.18	60.05

	1	2	3	4	5	6	7	8	9
JCN	8,562	8,776	8,990	9,215	9,440	9,676	9,912	10,160	10,408
7160	49.40	50.63	51.87	53.16	54.46	55.82	57.18	58.62	60.05

4) Direct staff to make corresponding changes to the publicly-available salary schedule for Council approval at an upcoming meeting.

Fiscal Impact:

The anticipated impact on the current budget year is balanced by salary savings.

Alternatives:

1. Do not approve Staff recommendations.
2. Provide further direction to staff.

Recommendation:

Adopt a Resolution authorizing:

- A. Reclassify the Public Works Director classification to Director of Public Works and Development Services
- B. Reclassification of the Development Services Director position to a Deputy Director of Development Services position
- C. Reclassify the Utilities Superintendent position to Deputy Public Works Director - Utilities
- D. Corresponding changes to the publicly-available salary schedule

Attachments:

1. 2-1-22 Development Services and Public Works Dept Reorg Resolution
2. 02-01-22 Salary Schedule v2

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
AUTHORIZING THE DIRECTOR OF FINANCE TO AMEND THE SALARY SCHEDULE AND
BUDGET FOR REVISION OF THE DIRECTOR OF PUBLIC WORKS CLASSIFICATION TO
DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT SERVICES, RECLASSIFY DIRECTOR OF
DEVELOPMENT SERVICES TO DEPUTY DIRECTOR OF DEVELOPMENT SERVICES,
RECLASSIFY UTILITIES SUPERINTENDENT TO DEPUTY PUBLIC WORKS DIRECTOR-UTILITIES**

WHEREAS, there is a vacancy in the Public Works Director position due to the appointment of the Public Works Director to City Manager; and

WHEREAS, City staff has analyzed and considered multiple options for the Development Services and Public Works Department to best serve the City and public; and

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

SECTION I.

Reclassify Director of Development Services to a Deputy Director of Development Services position in the Development Services Department budget. The Development Services Director position is eliminated due to the reclassification.

SECTION II.

Reclassify Director of Public Works to Director of Public Works and Development Services in the Public Works Department budget.

SECTION III.

Reclassify Utilities Superintendent to Deputy Public Works-Utilities and eliminate Utilities Superintendent position due to the reclassification.

SECTION IV.

Approve modification of the City's salary schedule to reflect the organizational changes and new or updated job classifications.

Add: Deputy Director of Development Services (Mid-Manager):

	1	2	3	4	5
JCN	10,119	10,625	11,156	11,714	12,300
TBD	58.38	61.30	64.36	67.58	70.96

	1	2	3	4	5	6	7	8	9
JCN	10,119	10,372	10,625	10,891	11,156	11,435	11,714	12,007	12,300
TBD	58.38	59.84	61.30	62.83	64.36	65.97	67.58	69.27	70.96

This addition shall become effective February 12, 2022.

Add: Director of Public Works and Development Services (Executive Team)

	1	-	-	-	5
JCN	11,817	-	-	-	15,535
8090	68.17	-	-	-	89.62

This change shall become effective February 12, 2022.

Change: Deputy Public Works Director-Utilities (Mid Manager) salary range

To:

	1	2	3	4	5
JCN	9,015	9,466	9,939	10,436	10,958
7160	52.01	54.61	57.34	60.21	63.22

	1	2	3	4	5	6	7	8	9
JCN	9,015	9,241	9,466	9,703	9,939	10,188	10,436	10,697	10,958
7160	52.01	53.31	54.61	55.98	57.34	58.78	60.21	61.71	63.22

From:

	1	2	3	4	5
JCN	8,562	8,990	9,440	9,912	10,408
7160	49.40	51.87	54.46	57.18	60.05

	1	2	3	4	5	6	7	8	9
JCN	8,562	8,776	8,990	9,215	9,440	9,676	9,912	10,160	10,408
7160	49.40	50.63	51.87	53.16	54.46	55.82	57.18	58.62	60.05

This change shall become effective February 12, 2022.

SECTION V.

The Director of Finance is hereby authorized to make the necessary salary schedule, salary appropriation and budget modifications to implement the provisions of this resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 1st day of February, 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, 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 FEBRUARY 1, 2022**

Confidential

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
1048	ACCOUNTANT I	CON	5,176 29.86	5,435 31.36	5,707 32.93	5,992 34.57	6,292 36.30	Monthly Hourly
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

Confidential

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 04/28/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
1248	ACCOUNTANT I	CON	5,176 29.86	5,306 30.61	5,435 31.36	5,571 32.14	5,707 32.93	5,850 33.75	5,992 34.57	6,142 35.43	6,292 36.30	Monthly Hourly
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

Executive Unit

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

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 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:

3180	FIRE CAPTAIN (PREVENTION)	FIRE	7,736	8,123	8,529	8,955	9,403	
			44.63	46.86	49.21	51.66	54.25	

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

Fire Association

Fire Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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	SALARY STEPS					
			1	2	3	4	5	
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	

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

Fire Management

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
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
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
6112	GROUND WATER DIST. SUPERVISOR	FLM	5,814 33.54	6,105 35.22	6,410 36.98	6,731 38.83	7,068 40.77	Monthly Hourly
6062	HOUSING PROGRAMS 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
6080	LABORATORY MANAGER	FLM	6,547 37.77	6,874 39.66	7,218 41.64	7,579 43.73	7,958 45.91	Monthly Hourly

First Level Management - Page 1

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
6131	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 3	FLM	5,119 29.53	5,375 31.01	5,644 32.56	5,926 34.19	6,222 35.90	Monthly Hourly
6132	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 4	FLM	5,247 30.27	5,509 31.78	5,784 33.37	6,073 35.04	6,377 36.79	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
6095	PERMIT CENTER MANAGER	FLM	5,095 29.39	5,350 30.87	5,618 32.41	5,899 34.03	6,193 35.73	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

First Level Management - Page 2

First Level Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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

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).

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
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
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
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
6512	GROUND WATER DIST. SUPERVISOR	FLM	5,814 33.54	5,960 34.38	6,105 35.22	6,258 36.10	6,410 36.98	6,571 37.91	6,731 38.83	6,899 39.80	7,068 40.77	Monthly Hourly
6462	HOUSING PROGRAMS 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

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	
6480	LABORATORY MANAGER	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
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
6531	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 3	FLM	5,119 29.53	5,247 30.27	5,375 31.01	5,510 31.79	5,644 32.56	5,785 33.38	5,926 34.19	6,074 35.04	6,222 35.90	Monthly Hourly
6532	MAINTENANCE SUPERVISOR - WATER DISTRIBUTION 4	FLM	5,247 30.27	5,378 31.03	5,509 31.78	5,647 32.58	5,784 33.37	5,929 34.21	6,073 35.04	6,225 35.91	6,377 36.79	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
6495	PERMIT CENTER 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
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

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	
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

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).

Mid Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					6	
			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
7115*	ASSISTANT CHIEF - FIRE	MM	10,279 59.30	10,793 62.27	11,333 65.38	11,900 68.65	12,495 72.08		Monthly Hourly
7116*	ASSISTANT CHIEF - FIRE OPERATIONS (INTERIM)	MM	10,793 62.27	11,333 65.38	11,900 68.65	12,495 72.09	13,119 75.69		Monthly Hourly
7117*	ASSISTANT CHIEF - FIRE ADMINISTRATION (INTERIM)	MM	10,279 59.30	10,793 62.27	- -	- -	- -		Monthly Hourly
7135*	ASSISTANT PUBLIC WORKS DIRECTOR	MM	10,170 58.67	10,679 61.61	11,213 64.69	11,774 67.93	12,363 71.33		Monthly Hourly
7140*	ASSISTANT P.W. DIRECTOR - UTILITIES	MM	10,170 58.67	10,679 61.61	11,213 64.69	11,774 67.93	12,363 71.33		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
New	DEPUTY P.W. DIRECTOR - 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	9,015 52.01	9,466 54.61	9,939 57.34	10,436 60.21	10,958 63.22		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

Mid Managers - Page 1

Mid Managers

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS						
			1	2	3	4	5	6	
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
7310*	ENGINEER - SENIOR - CITY SURVEYOR	MM	7,763 44.79	8,151 47.03	8,559 49.38	8,987 51.85	9,436 54.44		Monthly Hourly
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	11,426 65.92	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
7130*	PLANNER-PRINCIPAL	MM	7,571 43.68	7,950 45.87	8,347 48.16	8,764 50.56	9,202 53.09		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
7090*	PUBLIC WORKS SUPERINTENDENT	MM	7,755 44.74	8,143 46.98	8,550 49.33	8,977 51.79	9,426 54.38		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
7200*	REGULATORY COMPLIANCE ADMINISTRATOR	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 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).

Mid Managers			EFFECTIVE 04/28/2018 - NEW HIRES ONLY										
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS										
			1	2	3	4	5	6	7	8	9	10	11
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
7515*	ASSISTANT CHIEF - FIRE	MM	10,279 59.30	10,536 60.78	10,793 62.27	11,063 63.83	11,333 65.38	11,617 67.02	11,900 68.65	12,197 70.37	12,495 72.08		Monthly Hourly
7116*	ASSISTANT CHIEF - FIRE OPERATIONS (INTERIM)	MM	10,793 62.27	11,063 63.83	11,333 65.38	11,617 67.02	11,900 68.65	12,198 70.37	12,495 72.09	12,807 73.89	13,119 75.69		Monthly Hourly
7117*	ASSISTANT CHIEF - FIRE ADMINISTRATION (INTERIM)	MM	10,279 59.30	10,536 60.78	10,793 62.27	- -	- -	- -	- -	- -	- -		Monthly Hourly
7136*	ASSISTANT PUBLIC WORKS DIRECTOR	MM	10,170 58.67	10,425 60.14	10,679 61.61	10,946 63.15	11,213 64.69	11,494 66.31	11,774 67.93	12,069 69.63	12,363 71.33		Monthly Hourly
7540*	ASSISTANT P.W. DIRECTOR - UTILITIES	MM	10,170 58.67	10,425 60.14	10,679 61.61	10,946 63.15	11,213 64.69	11,494 66.31	11,774 67.93	12,069 69.63	12,363 71.33		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
0	DEPUTY P.W. DIRECTOR - 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	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
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

Mid Manager (9 Step) - Page 1

Mid Managers			EFFECTIVE 04/28/2018 - NEW HIRES ONLY											
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS											
			1	2	3	4	5	6	7	8	9	10	11	
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
7710*	ENGINEER - SENIOR - CITY SURVEYOR	MM	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	9,212 53.15	9,436 54.44			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	11,154 64.35	11,426 65.92	Monthly Hourly
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
7530*	PLANNER-PRINCIPAL	MM	7,571 43.68	7,761 44.78	7,950 45.87	8,149 47.01	8,347 48.16	8,556 49.36	8,764 50.56	8,983 51.83	9,202 53.09			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
7490*	PUBLIC WORKS SUPERINTENDENT	MM	7,755 44.74	7,949 45.86	8,143 46.98	8,347 48.16	8,550 49.33	8,764 50.56	8,977 51.79	9,201 53.08	9,426 54.38			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
7600*	REGULATORY COMPLIANCE ADMINISTRATOR	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

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).

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

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

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 Association

JCN	CLASSIFICATION	Bargaining Group	1	2	SALARY STEPS 3	4	5	6
-----	----------------	---------------------	---	---	-------------------	---	---	---

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:

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.

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

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.

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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4101	ACCOUNTANT I	PEU, Local 1	5,176 29.86	5,435 31.36	5,707 32.93	5,992 34.57	6,292 36.30	Monthly Hourly
4052	ACCOUNT CLERK	PEU, Local 1	2,969 17.13	3,117 17.98	3,273 18.88	3,437 19.83	3,609 20.82	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
4015	ACCOUNTING TECHNICIAN	PEU, Local 1	3,991 23.03	4,191 24.18	4,401 25.39	4,621 26.66	4,852 27.99	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
4025	ADMINISTRATIVE TECHNICIAN	PEU, Local 1	3,498 20.18	3,673 21.19	3,857 22.25	4,050 23.37	4,253 24.54	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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
4270	BUILDING INSPECTOR I	PEU, Local 1	4,258 24.57	4,471 25.79	4,695 27.09	4,930 28.44	5,176 29.86	Monthly Hourly
4292	BUILDING INSPECTOR II	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
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

Public Employees Union, Local #1 - Page 2

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 CIVIL	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
4031	FACILITY AIDE	PEU, Local 1	2,600 15.00	2,730 15.75	2,866 16.53	3,009 17.36	3,159 18.23	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
4028	HOUSING PROGRAMS ANALYST I	PEU, Local 1	4,440 25.62	4,662 26.90	4,895 28.24	5,140 29.65	5,396 31.13	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

Public Employees Union, Local #1 - Page 3

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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
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
4045	LABORATORY RECEPTIONIST	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
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

Public Employees Union, Local #1 - Page 4

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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
4320	PRETREATMENT COORDINATOR	PEU, Local 1	5,197 29.98	5,457 31.48	5,730 33.06	6,017 34.71	6,318 36.45	Monthly Hourly
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

Public Employees Union, Local #1 - Page 5

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
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
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:

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	5,176 29.86	5,306 30.61	5,435 31.36	5,571 32.14	5,707 32.93	5,850 33.75	5,992 34.57	6,142 35.43	6,292 36.30	Monthly Hourly
5052	ACCOUNT CLERK	PEU, Local 1	2,969 17.13	3,043 17.56	3,117 17.98	3,195 18.43	3,273 18.88	3,355 19.36	3,437 19.83	3,523 20.33	3,609 20.82	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
5015	ACCOUNTING TECHNICIAN	PEU, Local 1	3,991 23.03	4,091 23.60	4,191 24.18	4,296 24.78	4,401 25.39	4,511 26.03	4,621 26.66	4,737 27.33	4,852 27.99	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
5025	ADMINISTRATIVE TECHNICIAN	PEU, Local 1	3,498 20.18	3,586 20.69	3,673 21.19	3,765 21.72	3,857 22.25	3,954 22.81	4,050 23.37	4,151 23.95	4,253 24.54	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	4,258 24.57	4,365 25.18	4,471 25.79	4,583 26.44	4,695 27.09	4,813 27.77	4,930 28.44	5,053 29.15	5,176 29.86	Monthly Hourly

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5292	BUILDING INSPECTOR II	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
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
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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
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 CIVIL	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
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
5031	FACILITY AIDE	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	3,159 18.23	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
5028	HOUSING PROGRAMS ANALYST I	PEU, Local 1	4,440 25.62	4,551 26.26	4,662 26.90	4,779 27.57	4,895 28.24	5,018 28.95	5,140 29.65	5,268 30.39	5,396 31.13	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

Public Employees Union, Local #1

JCN	CLASSIFICATION	Bargaining Group	EFFECTIVE 06/09/18 - NEW HIRES ONLY									
			SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
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
5045	LABORATORY RECEPTIONIST	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
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
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

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	
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
5320	PRETREATMENT COORDINATOR	PEU, Local 1	5,197 29.98	5,327 30.73	5,457 31.48	5,594 32.27	5,730 33.06	5,874 33.89	6,017 34.71	6,167 35.58	6,318 36.45	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
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

Public Employees Union, Local 1 (9-Step) - Page 5

Public Employees Union, Local #1

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	
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
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:

Elected Officials, Part-Time, Extra Help, Limited Term and At-Will Contract Employees - EFFECTIVE JANUARY 1, 2022

JCN	CLASSIFICATION	Bargaining	SALARY STEPS				
		Group	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.

EMPLOYEE BARGAINING GROUPS

CON - Confidential	FLM - 1st Level Manager
PEU, Local 1 - General Employees	PD - Police Department
DH - Department Head	FIRE - Fire Department
MM - Middle Manager	PS - Police Sergeant
FM - Fire Management	

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

Adjournment