



AGENDA

JULY 5, 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
JULY 5, 2022
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_Thn3_WheSnK980wgNU54SQ. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

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. Beale AFB Commander, Colonel Church Introduction and Proclamation**
- 2. Sexual Assault Awareness Month**
- 3. July is Parks and Recreation Month**

Public Communication

- 4. Appearance of Interested Citizens**

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction,

including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Consent Calendar

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

5. Minutes from the June 21, 2022 meeting

Recommendation: Approve the minutes from the June 21, 2022 meeting

6. National Opioid Settlement Payment Election

Recommendation: Adopt a Resolution authorizing the City Manager to opt out of direct payment per the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds for both the Janssen and Distributor Settlements

7. Traffic Signal Maintenance Contract Award

Recommendation: A. Adopt a Resolution awarding a Service Agreement for traffic signal maintenance to St. Francis Electric, LLC of San Leandro, CA in the amount of \$58,400 with the finding that it is in the best interest of the City

B. Authorize the Public Works Director to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period

8. Executive Service Contract Terms

Recommendation: A. Adopt a Resolution authorizing the City Manager to amend the Executive Service Employment Agreements
B. Adopt a Resolution authorizing the Finance Director to amend the salary schedule
C. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater
D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$112,600

9. First Level Managers Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution:
A. Approving a three-year Memorandum of Understanding with the First Level Managers group
B. Authorizing the Finance Director to amend the salary schedule
C. Approve supplemental appropriations as required to the

impacted division in the affected funds: General, Water, and Wastewater

D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$253,600.

10. Public Employees Union, Local 1 Side Letters

Recommendation: A. Adopt a Resolution approving a side letters with the Public Employees Union, Local 1

B. Approve supplemental appropriations as required to the impacted divisions in the five funds: General, Water, Wastewater, SASA, and Vehicle Maintenance

C. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$311,100

11. Mid Managers Memorandum of Understanding (MOU)

Recommendation: A. Approving a three year Memorandum of Understanding with the Mid Managers group

B. Approving unrepresented Confidential's salary increases

C. Authorizing the Finance Director to amend the salary schedule

D. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater

E. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$428,200

12. Residential Street Light Maintenance District Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982

13. Lighting and Landscape Maintenance District No. 1 FY 2022-23 Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972

14. Lighting and Landscape Maintenance District Nos. 2-6 FY 2022-23 Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file reports with regard to Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6, to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972

Business Items

15. Second Groundwater Well – Award for Construction of Below Ground Facilities

Recommendation: Adopt a Resolution which takes the following actions:

- A. Award a construction contract to Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA in the amount of their total bid of \$929,159 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- B. Adopt the Initial Study/Mitigated Negative Declaration for the Second Groundwater Well Project

Future Agenda Items

16. Future Agenda Items

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

Reports and Communications

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

17. City Manager's Report

18. City Council Reports

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

Adjournment



Beale AFB – Base Commander



Colonel Geoffrey I. Church is the Installation Commander and the 9th Reconnaissance Wing Commander, Beale Air Force Base, California. He is responsible for approximately 7,000 military, civilian, and contractor personnel, and the entire Air Force high altitude reconnaissance fleet of U-2 Dragon Lady aircraft. The 9th Reconnaissance Wing is comprised of four groups and four overseas operating locations, executing worldwide missions in support of all six geographic combatant commanders.

Colonel Church received his commission from the Reserve Officer Training Corps at the University of Kentucky in December 1998. He has served in a variety of positions at the squadron, group, and wing levels. His notable staff tours include Executive Assistant to the Joint Staff J-3, Director for Operations. He also served as the Secretary of Defense Orders Book briefer, where he was the primary briefer to the Secretary of Defense for deployment and execute orders in support of combatant command requirements. Colonel Church is a command pilot with over 1,700 hours in F-15C/D, F-22, MQ-9, RQ-4, T-37 and T-38 aircraft. Prior to his current position, he was the Headquarters Air Force Division Chief for the F-35 integration office for Headquarters Air Force.



Proclamation

of the City Council

75th Anniversary of the US Air Force 80th Anniversary of Beale Air Force Base also known as Camp Beale

WHEREAS, for 75 years, American Airmen have excelled as they execute the Air Force mission to fly, fight, and win — delivering airpower anytime, anywhere in defense of our nation; and

WHEREAS, Airmen are called to “Innovate, Accelerate and Thrive” as the U.S. Air Force and Department of the Air Force approach their 75th anniversaries on September 18, 2022. Airmen will always be there to provide America with the airpower it needs to defend the nation, deter or defeat our adversaries, reassure our partners and allies, and help diplomacy proceed from a position of strength; and

WHEREAS, Airmen continue to push technological and cultural boundaries which make America the leader in airpower and space power. Innovation is an integral part of training and employing squadrons, developing capabilities, and continue to move toward an even more effective Air Force; and

WHEREAS, from the inception 75 years ago, the U.S. Air Force and Department of the Air Force have excelled at keeping pace with rapid changes in technology and in the demands placed on the Air Force’s five core missions: Air and Space Superiority; Global Strike; Rapid Global Mobility; Intelligence, Surveillance and Reconnaissance; and Command & Control; and

WHEREAS, Camp Beale opened in October 1942 as a training site for the 13th Armored and the 81st and 96th Infantry Divisions; and

WHEREAS, in 1948, Camp Beale transferred from the Army to the Air Force and today Beale Air Force Base is home for the U-2 Dragon Lady, T-38 Talon and RQ-4 Global Hawk. Beale Air Force base, covers nearly 23,000 acres, is home to more than 4,500 military personnel. Beale AFB continues to support the Yuba Sutter area by shopping, residing and participating in the local community.

NOW, THEREFORE BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City and on behalf of our entire City Council, do hereby recognize the upcoming 75th anniversary of the US Air Force and the 80th Anniversary of Beale Air Force Base and their contributions to the Yuba Sutter Community.

Done this 5th day of July 2022, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Sexual Assault Awareness Month

July 2022

WHEREAS, sexual assault is an intolerable violent crime with public health implications for every person as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own-we must work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant other, and increase support for agencies providing services to victim/survivors; and

WHEREAS, Casa de Esperanza has led the way in addressing sexual assault by providing 24-hour hotline services to victims/survivors and their significant others, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, ending sexual assault must include active public and private efforts to End Sexual Violence in collaboration with Casa de Esperanza including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other supportive services, and how every segment of our society can work together to better address sexual violence; and

WHEREAS, staff and volunteers of sexual assault programs work year-round to encourage every person to end sexual violence and to support survivors by providing prevention education and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, Casa de Esperanza has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those most profoundly and directly impacted by sexual violence, this setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence; and

WHEREAS, Casa de Esperanza request public support and assistance as it continues its efforts to bring real hope for freeing victims from the tragedy of sexual violence to create a future where all women, men and children can live free from violence and exploitation.

NOW, THEREFORE BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City and on behalf of our entire City Council, do hereby recognize the important work done by sexual assault programs, in cooperation with Casa de Esperanza, hereby proclaims in the month of July 2022 that **“No Means No.” People working together can make a difference in the fight against sexual assault and gender violence in our community.**

Done this 5th day of July 2022, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

July is Parks and Recreation Month

WHEREAS, Parks and Recreation is an integral part of our communities throughout this Country, including the City of Yuba City; and

WHEREAS, Parks and Recreation promotes health and wellness, improving physical and mental health of people who live near parks; and

WHEREAS, time in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit, and Alzheimer; and

WHEREAS, Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools, senior center and many other activities designed to promote active lifestyles; and

WHEREAS, Parks and Recreation is not just a TV Show from the past; and

WHEREAS, Parks and Recreation increases a community's economic prosperity through increased property values, expansion of local tax base, attraction and retention of businesses, and crime reduction; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Yuba City recognizes the benefits derived from the Yuba City Parks and Recreation Divisions; and

WHEREAS, the Yuba City Council would like to thank all the City employees and volunteers for creating and providing a quality of life in our community.

NOW, THEREFORE, BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City and on behalf of the entire City Council of the City of Yuba City do hereby proclaim July 2022 as Parks and Recreation Month and doing so, ask that the citizens of Yuba City use and to enjoy its parks, trails, open spaces, Aquatic Complex, Senior Center, and the plethora of Recreation programs offered in our City.

Done this 5th day of July 2022, at the City of Yuba City, County of Sutter, State of California.

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

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

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

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

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the June 21, 2022 meeting
Recommendation: Approve the minutes from the June 21, 2022 meeting
Fiscal Impact: None

Attachments:

1. 06-21-2022 - Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (draft)
CITY COUNCIL - CITY OF YUBA CITY
REGULAR MEETING – JUNE 21, 2022
5:30 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 Vice-Mayor Kirchner at 5:30 PM

Roll Call

Present: Vice-Mayor Kirchner, and Councilmembers Boomgaarden, Espindola, and Harris
[Mayor Shaw arrived at 5:50 PM and was able to participate in Closed Session]

Absent: None

Closed Session

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

No public comment received

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:05 PM

Roll Call

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

Absent: None

Invocation/Inspiration

YCPD Chaplin – Ron Fortenberry

Pledge of Allegiance to the Flag

Anthony Kurlan

City Attorney's Report on Closed Session Items

No reportable action was taken

Agenda Modifications/Approval of Agenda

No changes were made

Public Communication

1. Appearance of Interested Citizens

Piara Johl spoke
Kashmir Rai spoke
Harjit Gill spoke
Amrik Sandhu spoke
Sabi Singh spoke
Sukhdev Mundi
Joga Thiara spoke
Tejpaul Singh Bainiwal spoke
Tej Maan spoke

Consent Calendar

Councilmember Espindola moved and Councilmember Harris seconded the motion to:

2. Minutes of the June 7, 2022 meeting

Approve the June 7, 2022 minutes

3. SB1 Road Maintenance and Rehabilitation Account Project List 2022-23

- A. Approve the Road Maintenance and Rehabilitation Account proposed project list for submittal to the California Transportation Commission
- B. Adopt **Resolution 22-086** adopting a list of projects for Fiscal Year 2022-23 to be funded by Senate Bill 1: Road Repair and Accountability Act of 2017

4. 2022 Residential Resurfacing Project (Project Award)

- A. Award Contract No. 21-12 2022 Residential Resurfacing Project to American Pavement Systems, Inc. of Modesto, CA in the amount of their total bid of \$838,972
- B. Authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

5. Classification and Compensation Study

- A. Adopt **Resolution 22-087** awarding a Professional Services Agreement for a Classification and Compensation Study to Koff & Associates of Berkeley, CA, in an amount not to exceed \$208,425, with the finding that it is in the best interest of the City

- B. Authorize the City Manager to execute the Professional Services Agreement on behalf of the City, subject to review and approval as to legal form by the City Attorney
6. **Yuba City Fire Management Wage Reopener Side Letter**
- A. Adopt **Resolution 22-088** approving a wage reopener side letter with Yuba City Fire Management
- B. Approve a supplemental appropriation to 2310-61210 in the amount of \$92,300
- C. Approve a supplemental appropriation to 2310-61430 in the amount of \$36,500
- D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$128,800
7. **Yuba City Police Wage Reopener Side Letters**
- A. Adopt **Resolution 22-089** approving a wage reopener side letter with Yuba City Police Officers' Association (POA), POA-Police Sergeants, and Police Sworn Mid-Managers
- B. Approve a supplemental appropriation to 2310-61210 in the amount of \$886,100
- C. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$886,100
8. **Mayor/Vice-Mayor Rotation Policy**
- Adopt **Ordinance 008-22** of the City Council of the City of Yuba City, California, Amending Section 2-1.01(g) of Chapter 1 of Title 2 of the Yuba City Municipal Code (Mayor/Mayor Pro-Tem Rotation) by title only and waive the second reading
9. **FY 22-23 Citywide Sole Source and Professional Services Purchases**
- Adopt **Resolution 22-090** pre-authorizing the City Manager or designee to enter into citywide sole source and professional services purchases from July 1, 2022 through June 30, 2023, for specified items based on each purchase recommendation being in the best interest of the City
10. **FY 22-23 Chemical Bid Award BACC and Supplemental Budget Appropriation**
- A. Adopt **Resolution 22-091** to award the bulk chemical contracts for City facilities per the results of the Bay Area Chemical Consortium Fiscal Year 22/23 formal bid for the period of July 1, 2022 through June 30, 2023, with the finding that it is in the best interest of the City
- B. Authorize the Finance Director to record a supplemental budget appropriation to account 7120-63705 in the amount of \$30,000 for the Fiscal Year 22/23 due to an increase in the price of anthracite for the water treatment process

The motion was passed with a unanimous vote

Business Items

11. **Approve the 2020 Urban Forest Master Plan**

Heather Esemann spoke

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

Adopt **Resolution 22-092** approving and adopting the 2020 Urban Forest Master Plan

The motion was passed with a unanimous vote

12. Accept Grant Funding and Expenditure Recommendations for the California Citizens' Option for Public Safety (COPS) Grant of \$100,000

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

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

- A. Adopt **Resolution 22-093** authorizing the Chief of Police to accept the FY 2021/2022 California Citizens' Option for Public Safety (COPS) funding and approve expenditure recommendations
- B. Authorize the Finance Director to make a supplemental budget appropriation for grant revenues to Account No. 100-43117 and grant expenditures to Account No. 2180-69201

The motion was passed with a unanimous vote

13. Small Wireless Telecommunication Facilities within the City's Right-of-Way

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

- A. Introduce **Ordinance 009-22** of the City Council of the City of Yuba City adding Chapter 8 Wireless Telecommunications Facilities in the Public Right of Way to Title 6 of the Yuba City Municipal Code by title only and waive the first reading
- B. Adopt **Resolution 22-094** to revise the corresponding City Policy for design standards applicable to Small Wireless Facilities (SWF) in the public right-of-way

The motion was passed with a unanimous vote

Future Agenda Items

14. Future Agenda Items

No suggestions

Reports and Communications

15. City Manager's Report

16. 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 7:07 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: National Opioid Settlement Payment Election
Recommendation: Adopt a Resolution authorizing the City Manager to opt out of direct payment per the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds for both the Janssen and Distributor Settlements
Fiscal Impact: The initial figure for the Distributors Settlement is \$40,522.70 with the Janssen settlement amount remaining unknown

Purpose:

To opt out of the National Opioid Settlement payment, deferring funds to County of Sutter

Council's Strategic Goal:

Fiscal Responsibility

Background:

Various states, counties, and cities have been in litigation with the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation. (collectively, the "Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, the "Manufacturer") (for purposes of this report, the Distributors and Manufacturer are collectively referred to as the "Settling Defendants"). The litigation concerns the distribution and manufacture of opioids that have contributed to the opioid addiction epidemic in the United States. Two tentative settlements have been reached with the Distributors and Manufacturers, respectively ("National Opioids Settlements").

Yuba City declared its participation by Resolution on December 21, 2021. Staff discussed with City Council at this time the potential that restrictions placed on the use of any funds received would be more in line with current County of Sutter operations and deferring funds to the County may be the best option.

Analysis:

The actual amount for the City is dependent on a number of variables, including, but not limited to, the number of California cities and counties participating, whether or not cities later sue the Settling Defendants, and certain actions that may be taken by the State of California. Further, the City's share of the potential amount is determined using three factors: (1) Opioid use disorder; (2) Opioid deaths; and (3) Opioid dosage. If the City participates, the funds will automatically be allocated to the County unless the City opts to receive the funds directly; however, there are certain reporting and tracking requirements if the City receives the funds directly (see below).

By participating in the National Opioid Settlements, the City would be agreeing to a very broad release of opioid-related claims in the lawsuit against the Settling Defendants, which includes both known and unknown claims. However, not participating and litigating on its own means that the City is required to comply with very strict deadlines with respect to litigation.

The National Opioids Settlements will allow for a range of approved abatement uses, which includes a range of intervention, treatment, education, and recovery services. However, the uses of funds are restricted to the abatement uses identified in the settlements. There are also significant public reporting and tracking requirements on the expenditures for such funds, which may make County receipt and expenditure of such funds more desirable. For example, the settlement with the Manufacturer would require the following reporting and tracking:

- Preparation of annual written reports regarding the use of the funds. This report must include a certification that all funds received has been used in compliance with the Manufacturer settlement agreements. This report must be in a form that is approved by the California Department of Health Care Services ("DHCS").
- The City would be required to track all deposits and expenditures.
- For funds not used for a permitted purpose must be identified and included in the annual report (including any attorneys' fees, investigation costs, or litigation costs). This information must also be reported to the Manufacturer and the settlement fund administrator.

In terms of enforcement, if DHCS believes that the use of settlement funds is inconsistent with the requirements, it must meet and confer with subdivision (i.e., the City), and if not resolved, DHCS may perform an audit. If the issue is not resolved, DHCS can bring a motion or action in court to resolve the concern or to enforce the terms of the settlement agreement/state-allocation agreement. There are also time limits on expenditure where money not expended or encumbered within five years of receipt must be transferred to the State. However, these requirements only apply to the City if it elects to receive direct distribution and does not apply if the funds go to the County.

Fiscal Impact:

The initial figure for the Distributors Settlement is \$40,522.70 with the Janssen settlement amount remaining unknown.

Alternatives:

1. Direct the City Manager to opt into the payments from the settlements.
2. Choose not to act and the funds will automatically be directed to the County of Sutter.

Recommendation:

Adopt a Resolution authorizing the City Manager to opt out of direct payment per the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds for both the Janssen and Distributor Settlements.

Attachments:

1. Resolution

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
TO AUTHORIZE THE CITY MANAGER TO OPT OUT OF DIRECT PAYMENTS
IN THE NATIONAL OPIOID SETTLEMENTS**

WHEREAS, City Council passed a Resolution on December 21, 2021 to declare its participation in a national litigation with opioid distributors and manufacturers (Defendants);

WHEREAS, negotiations with the national opioid settlement Defendants have resulted in proposed nationwide settlements of state and local government claims to settle litigation;

WHEREAS, settlement funds are restricted to abatement uses, including a range of intervention, treatment, education, and recovery services and require significant public reporting;

WHEREAS, the County of Sutter has staffing and processes in place to most effectively implement the programs related to the use of settlement funds, as well as the required reporting;

WHEREAS, the City may opt out of receiving settlement funds which automatically diverts the funds to the County of Sutter;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby authorize the City Manager to opt out of direct payment per the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds for both the Janssen and Distributor Settlements.

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 1st day of March, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form
Counsel for Yuba City:

Shannon Chaffin, Esq.
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Traffic Signal Maintenance Contract Award

Recommendation: A. Adopt a Resolution awarding a Service Agreement for traffic signal maintenance to St. Francis Electric, LLC of San Leandro, CA in the amount of \$58,400 with the finding that it is in the best interest of the City

B. Authorize the Public Works Director to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period

Fiscal Impact: \$58,400 – Account No. 3150-63674 (Electrical Maintenance)
\$38,400 – Monthly Maintenance
\$20,000 – Emergency/Extra Work

Purpose:

To maintain the City's traffic signal infrastructure and provide on-call services for emergency repairs.

Council's Strategic Goal:

The Maintenance addresses the City Council's Strategic Goal of improving the City's infrastructure and Public Safety.

Background:

Public Works is responsible for the operation and maintenance of 40 traffic signals throughout the City. While Electrical Division staff have the technical expertise to perform these services, staffing levels are insufficient to assure that the necessary routine maintenance and emergency repairs are addressed while also meeting all of the other electrical maintenance requirements throughout the City.

Since 2020, the City has contracted with Bear Electric Solutions, Inc. (BES) for the routine maintenance of the City's traffic signals, as well as on-call emergency repair services. BES was selected through a competitive request for proposals (RFP) process based on their qualifications, references, and price.

In order to assure that the City continues to receive the most qualified, cost-competitive traffic signal maintenance services, Public Works released another RFP for the maintenance of the City's 40 signalized intersections on May 31, 2022. The RFP stipulated that the contract would be for one (1) year with the option, at the City's discretion, to extend the contract up to four (4) times in one (1) year intervals. The City received two proposals, one from St. Francis Electric, LLC (SFE) and one from Bear Electric Solutions, Inc. (BES), by the deadline of June 16, 2022.

Analysis:

Staff reviewed the two proposals, and found both proposals were from highly qualified contractors that have extensive experience working in northern California. However, Public Works found SFE is the most qualified contractor based on their experience and past performance. Below are the results of the rankings:

Evaluation Criteria	Maximum Score Possible	Score	
		SFE	BES
Compliance with RFP	20	14	14
Capability and Experience	120	95	89
Past Performance	80	64	56
Reference Checks	40	31	26
Cost for Services and Extra Work	140	109	112.5
Maximum Possible Score: 400	Total:	313	297.5

Although routine maintenance costs were identical between SFE and BES, SFE was higher ranked in the Cost for Services and Extra Work criteria due to cheaper costs affiliated with special equipment and additional annual maintenance services.

To minimize contract management costs, staff is requesting authorization for the Public Works Director to execute up to four, one-year extensions to the Service Agreement provided SFE's services meet or exceed staff's expectations and that any annual cost increases requested by SFE do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

Fiscal Impact:

The total contract amount for the first year is \$58,400.00 funded through Account No. 3150-63674 (Electrical Maintenance). This amount includes \$20,000 for on-call emergency response, which represents staff's best estimate of what will be required based on average historic needs. Account No. 3150-63674 will have approximately \$135,000 currently available.

Subsequent contract extensions permitted through the contract will be subject to cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

Alternatives:

- A. Modify the on-call emergency amount.
- B. Do not award the contract and either direct staff to issue a new Request for Proposals with different terms or authorize additional staffing levels to perform this work with City staff.
- C. Require any one-year contract extensions to be brought to Council for approval each year.

Recommendation:

- A. Adopt a Resolution awarding a Service Agreement for traffic signal maintenance to St. Francis Electric, LLC of San Leandro, CA in the amount of \$58,400.00 with the finding that it is in the best interest of the City.
- B. Authorize the Public Works Director to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

Attachments:

- 1. Service Agreement for Traffic Signal Maintenance
- 2. Resolution - Traffic Signal Maintenance Contract Award

Prepared By:

William Jow
Assistant Engineer

Submitted By:

Diana Langley
City Manager

SERVICE AGREEMENT

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and St. Francis Electric, LLC ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Proposal
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$58,400.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

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

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

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

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

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

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

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

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

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City	William Jow Public Works Department City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-4635
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If to Consultant:	Monica Kint Regional Project Manager St. Francis Electric, LLC 975 Carden Street San Leandro, CA 94577 (510) 639-0639
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17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

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

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non- discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

CITY OF YUBA CITY:

CONSULTANT:

By: _____ By: _____

Diana Langley
City Manager

Guy Smith
Vice President

Attachments: Exhibit A – Proposal
 Exhibit B – Insurance Requirements
 Exhibit C – Exemption of Workers Compensation Insurance
 Exhibit D – Fee Rate Schedule for 2021 Calendar Year

EXHIBIT A
Request for Proposal

PROPOSAL FOR THE CITY OF YUBU TRAFFIC SIGNAL MAINTENANCE SERVICES



Presented by: **St Francis Electric, LLC**

June 16, 2022

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Cover Letter

June 16, 2022

William Jow, Assistant Engineer
City of Yuba City Public Works
1201 Civic Center Blvd
Yuba City, CA. 95993



RE: Proposal for – Traffic Signal Maintenance Services

Dear Mr. Jow

St. Francis Electric (herein after referred to as SFE) is pleased to respond to the Request for Proposal to provide Traffic Signal Maintenance and repair services to Yuba City and its 40 traffic signals. SFE agrees to provide services outlined in this RFP in providing preventative routine maintenance, emergency repair, & scheduled repairs and adhere to the requirements described. SFE confirms that all qualifications are valid and current and shall remain so for the duration of any prospective agreement.

SFE is a California licensed and bonded Class **"A-General Engineering"** and **"C-10 Electrical"** contractor (CA license #1003811). SFE has a long history of servicing Northern California's transportation and electrical construction needs, proving to be a beneficial resource when dealing with everyday maintenance and operations. Having a core business of traffic signal and street light installation and maintenance, SFE has established itself as one of the top electrical service providers in California and in addition to our Woodland office we have satellite office locations in Gilroy and Riverside and our headquarters based out of San Leandro. Our Woodland office is 45 miles from Yuba City.

Our company currently has over 250 employees including a solid team of skilled IMSA certified traffic signal technicians, electricians, CA licensed traffic engineer consultant, project managers, and project engineers. SFE is well-established in the industry and having vast amounts of inventory allows us to serve maintenance and construction projects effectively

We thank you for giving SFE the opportunity to present this proposal and look forward to establishing a working partnership with Yuba City.

SFE acknowledges zero addendums.

St. Francis Electric, LLC – Woodland Office/ Warehouse
341 Industrial Way
Woodland, CA. 95776
Fed Tax ID# 47-2615956
DIR# 1000022208
www.stfranciselectric.com

St. Francis Electric, LLC - Headquarters
975 Carden St.
San Leandro, CA 94577
Guy Smith, VP of Operations
Guy@sfe-inc.com
PH: (510) 639-0639 Fax: (510) 639-9116

Sincerely,

Guy Smith,
Vice President

Statement of Qualifications

Company Background

St Francis Electric has been in business since 1946... Although our company experiences the normal up and downs of construction in the SF Bay Area, its longevity is proof of its stability. Over the years, SFE has proven to be a leading provider in Electrical Contracting Services including Underground Utilities, Transportation, Traffic signal and Street Lighting Maintenance. St. Francis Electric is one of the largest electrical companies in Northern California with a staff of experienced technicians, electricians, project managers/ engineers, estimators, in house fleet mechanics shop/ crew, and a California licensed Traffic Engineer consultant to support our client's needs. SFE's experienced technicians have previously worked on or are currently working for local governments in providing traffic signal/ street light maintenance. SFE has an experienced team providing support to our field technicians and to the public agencies with regards to equipment knowledge, implementation, programming, troubleshooting, innovative solutions and installation.

Understanding Scope of work

The work to be done consists of providing preventative and routine traffic signal maintenance, responsive emergency service, and records for the maintenance of traffic signals within Yuba City. SFE will furnish all tools, equipment, apparatus, facilities, labor, services and materials, while performing all work necessary to maintain all of the traffic signals or systems owned by the City.

- Maintain all traffic signals and street safety lighting, where the safety lighting is on the same pole as the traffic signal
- Provide a minimum of (1) IMSA level three technician and two (2) IMSA Level Two technicians with at least three (3) years of experience and knowledgeable staff familiar with programming traffic signal and interconnect timing of 170 & NEMA controllers.
- To have all the required equipment in the respective systems be serviceable and in operation at all times 24 hours a day, 7 days a week.
- To respond as described in the RFP to all service calls and emergency calls promptly.
- Offer the best in the business field staff, project management staff, licensed traffic engineers, and support staff to the City.
- SFE shall use work zone traffic control measures as provided in the most current edition of the *California Manual on Uniform Traffic Control Devices* whenever traffic control is necessary or as directed by the City's Contract Administrator.
- Under emergency conditions, SFE shall assure full cooperation with the California Highway Patrol (CHP), the Yuba City PD & County Sheriff's Department, and employees of the City.
- Reports of traffic signal or street light problems can be initiated by calling our 24 hour number any time, day or night: 1 (844) LIGHT88 (544-4888).
- SFE staff will be available to meet with the City's representatives on a monthly basis, or as needed, to discuss ongoing and future planned maintenance activities.



Preventative Maintenance

The City requires that SFE perform preventative maintenance on all signal equipment.

A traffic signal includes, but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, flashing beacons related to traffic signal operations (i.e. advanced warning beacons), pedestrian and vehicle signals, detector systems, video detection camera systems, CCTV camera systems, wireless vehicle detection system, interconnect cable (copper and fiber optic), wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, internally illuminated street name signs, and radar speed signs related to traffic signal operations.

Typical equipment includes: Model 170E Controller with Bi Tran Systems Program 200CA Local Intersection Program in a Model 332 Controller Cabinet. Signal detection is primarily loop detection with some video detection. Equipment varies at each site; SFE is to verify site and equipment conditions prior to proposal submittal.

SFE shall use a Windows-based computerized maintenance and inventory management system to record all work done as outlined in the Scope of Work. The Preventative Maintenance database shall be continually updated. The City shall have access to the database as well as have an updated hard copy of the database provided to the City monthly if requested.

Upon completion of each Preventative Maintenance inspection detailed in this schedule, SFE shall supply a computerized report to the Public Works Department itemizing each check performed and the result of that check and inform the City of any corrective actions needed.

SFE shall also provide a computerized monthly report to the City Engineering Division of the Public Works Department by the fifteenth day of each month that summarizes the pending repair work needed at each intersection. This report shall be broken down by intersection and be separate from the Preventative Maintenance Report.

NOTE: Where systems or equipment do not exist or are non-functioning, make a note and notify the City. Services for Monthly, Bi-Annual, and Annual preventative maintenance visits shall be approved by City staff prior to scheduling by SFE. SFE shall notify City staff on a weekly basis of their planned activity within the City.

Preventative Maintenance

SFE shall perform the following **Monthly Preventative Maintenance** inspections:

1. Controller Cabinet
 - Test and Check ground fault receptacle
 - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
 - Inspect door gasket condition
 - Inspect door lock operation

- Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests in cabinet
 - Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments
 - Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting
2. Signal Controller
- Visually inspect signal controller and controller cabinet components for proper operation and recommend repairs/replacements as necessary
 - Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue or difference between the timing sheets to the actual timing operating in the controller. The contractor shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.
3. Signal & Pedestrian Heads
- Visually inspect all vehicular signals for proper operation
 - Report burnt out or flickering indications
 - Walk intersection and visually inspect all signal heads including backplates, visors and indications for proper operation and alignment. Report all broken parts, align signal heads and adjust all mast arm signs as necessary
 - Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.
 - Pedestrian Push Buttons
 - Actuate each button for proper operation. Visually inspect and note condition. Report any broken or defective pedestrian push buttons.
 - Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
5. Interconnect Communication
- Check operation
 - Visually inspect cables, antenna, and other hardware and recommend repairs as needed
6. Miscellaneous
- Visually inspect other signal hardware
 - Report all deficiencies
 - Check operation of flashing beacons at signalized intersections to ensure proper operation
 - Use laptop computer to check detection camera alignment and make adjustments as necessary

In addition to the monthly maintenance report, SFE shall conduct:

Bi-Annual Preventative Maintenance and submit a report that shall include all of the following elements:

1. Detectors and Loops



- Visually inspect for exposed wires, cracks, and/or pot holes and recommended repairs or replacement as needed
 - Check and tune detector amplifiers
2. Controller Cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
 3. Battery Backup Systems (As directed)
 - Test battery backup system
 - Test battery charge and report if replacement is needed
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents
 4. Controller Cabinet
 - Check wire schematics and records to make sure they are in the cabinet. Notify the City if they are not present
 - Inspect terminal blocks and tighten as needed
 - Lubricate hinges and lock
 5. Signal Heads & Video/CCTV
 - If visual inspection warrants, clean and polish signal lenses and reflectors, video detection and CCTV cameras, and emergency preemption detection lenses, and align signal heads as needed
 - Check the mounting of each signal head and adjust/tighten the mounting as required.
 6. Emergency Vehicle Pre-Emption
 - Actuate preempt to check operation with Emergency Vehicle Pre-emption Emitter and recommend repairs as needed.
 - Check the mounting of each detector head and adjust/tighten the mounting as required.
 7. Radar Feedback Signs & Flashing Beacons
 - Check operation and adjust as needed
 - Clean protective sheeting
 - Check seals and recommend repairs/replacement as needed
 - Check batteries and recommend repairs/replacement as needed
 - Check connections and tighten if needed
 - Visually inspect cables, antenna, and other hardware
 8. Miscellaneous
 - Adjust all mast arm mounted street name signs as needed
 - Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
 - Check cabinet inventory list and update as needed. Provide an electronic copy to the City.



In addition to the monthly and Bi-annual maintenance, SFE shall conduct **Annual Preventative Maintenance** and submit a report that shall include all of the following elements within the first two (2) months of the start of each contract period:

1. Signal System Assessment
 - Perform conflict monitor test and submit printout
 - Check for water accumulation and reseal ducts
2. Night Inspections
 - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
 - Check operation of safety lighting and recommend repairs and replacements to the City as needed.
 - Check operation of internally illuminated street name signs and conduct repairs and recommend replacements as needed
3. Miscellaneous
 - Check any other equipment utilized during the term of the Agreement but not specifically listed
 - Tighten anchor bolts
 - CCTV cameras and emergency preemption detection lenses must be cleaned/polished and aligned at least once a year.
 -

Key Personnel

Guy Smith	Maintenance Division Manager/ VP of Operations
Monica Kint	Project Manager/ Estimator (Assigned to the City)
Mike Zrodlo	Foreman Electrician (Assigned to the City)
Mark Naughton	Traffic Signal Electrician/ USA Specialist (Assigned to the City)
Salvador Aguirre	Traffic Signal Technician/ Electrician (Assigned to the City)
Daniel Martinez	Traffic Signal Technician/ Electrician (Assigned to City)
Ramon Ayala	Groundsman (Assigned to City)
Allen Chen	Traffic Engineer (Consultant)
Vance Gonzales	Iteris Specialist

SFE has a team of skilled IMSA certified traffic signal technicians, electricians, Laborers, Operators, Project Managers, and Project Engineers. Our staff will perform all tasks related to Traffic Signal Maintenance and Repair Services as described in this RFP. SFE's experienced and attentive office team will manage the Logistics segment of this contract. Tasks Include but not limited to dispatching, task tracking, equipment tracking, purchasing and stocking material, contracts, insurance, estimating, billing, location mapping, and maintaining clear communication to our client via email, phone, or in person.

SFE's PM will primarily be responsible for planning a particular job and overseeing its progress along the way. The PM plans the work that his or her crew will perform. The PM will look over the proposed project to determine how and when the work will be performed, including prep work such as ordering materials and scheduling that must be completed before the project starts. The PM will also develop a deliverables schedule to provide a road map that the team must stick to in order to finish the job in a timely and cost-effective manner. The PM will obtain the equipment and supplies necessary to complete the project, find a place to store it, and implement a method for tracking inventory via our cloud-based software.

SFE's project manager will be responsible for setting up estimates, budgets & timetable for the client, and develop a strategy. The project manager will select the appropriate field staff, provide required explanations for the professionals associated with the project, and coordinate/collaborate with the engineers. When delays or problems occur the project manager and superintendent will be the first responders, ready to make the changes required to move the project past the issue.

The PM and foreman will review the work daily to ensure that it is progressing in a timely fashion. If there is a slowdown, due to weather, an accident, or simply a task that takes longer than expected, the PM will make changes to get the job back on track.

SFE's PM and foreman will maintain ongoing customer contact to ensure quality work is completed on time and ensures customer satisfaction. The PM will manage the field staff daily and stay in constant communication with the superintendent on scheduling & potential problems/solutions. Our PM will check in with the warehouse weekly regarding material inventory and assist with competitive pricing for the customer.

Key Staff Experience

Monica Kint, Project Manager assigned to Yuba City, has 13+ years of experience in the Traffic Signal, ITS and Street Light industry as a project manager and estimator. Monica has excellent relationships with municipalities, manufacturers, contractors, Regional Transportation Associations and State Department of Transportations. Ms. Kint has extensive vendor relationships enabling her to provide the most cost-effective equipment and recommendations for maintenance needs. Monica is experienced in scheduling, coordinating field work, support calls and intersection support. In addition, Ms. Kint is familiar with Caltrans Specifications and MUTCD requirements. During her time at St. Francis Electric, Monica has managed and is currently managing 20+ traffic signal, streetlight and on-call electrical service contracts. Previously Ms. Kint worked at Western Pacific Signal as a project manager/ estimator providing sales and support for Northern California and Washington and was the main point of contract for all manufacturers.



Mike Zrodlo, the foreman Traffic Signal Technician/ Electrician assigned to Yuba City, is a veteran electrician who has worked all around Northern California installing and maintaining traffic signals and street lighting. Due to Mike's longevity in the trade, his knowledge of older installations and the special circumstances they can present is second to none. Mike is proficient with TS1, TS2, 170 and NEMA Controllers and timing including cobalt and Econolite controllers or 2070's. Mike is experienced in the installation and wiring of battery back-up systems, traffic signal controller cabinets and video detection systems including Iteris, Econolite and Trafficon cameras. Mike is a State Certified Electrician (Cert# 129495) and holds his IMSA Level II Certification.

Mark Naughton, assigned Electrician to the City, has been in traffic signal and streetlight industry for 31 years. Mark holds his IMSA Level 2 Certification, is a certified crane operator and a State Certified electrician (Cert#112902). Mark is proficient with TS1, TS2, 170 and NEMA Controllers and timing. Mark is experienced in the installation and wiring of battery back-up systems, traffic signal controller cabinets and video detection systems including Iteris, Econolite and Trafficon. Cortland is CMU/MMU testing equipment certified (ATSI PCMT-8000). He is versed in intersection inspection and Service Meter installation, inspection & turn-on support. Mark has both installation and troubleshooting experience with various solar and hard wired speed feedback systems and in-pavement crosswalk systems and flashing beacons.

Salvador Aguirre, traffic signal technician assigned to the City of Yuba City has 7+ years in the traffic signal and street light industry. Salvador has his IMSA Level III Traffic Signal Technician Certification. Mr. Aguirre is experienced with traffic signal and streetlight troubleshooting, maintenance and repair. Salvador is versed in dealing with signal and streetlight pole knockdowns, wire pulls, cabinet and controller troubleshooting and repair. In addition, Salvador has also successfully completed his certification from LRN Transportation for design, diagnostic and maintenance Level I & II and signal timing. Aside from his electrical experience Salvador also installs both streetlight and traffic signal foundations, conduit, pull boxes and concrete work.

Daniel Martinez has been in the traffic signal and streetlight industry for 8 years and assigned streetlight electrician to the City of Livermore. Daniel is IMSA level III Certified, holds his LRN Traffic Signal Timing, and Traffic Signal Training Level II Certificate. Daniel has experience with 2070/ 2070L controllers, intelliite D-4 controllers, ATC/ ASC controllers, Naztec/Trafficware Series 900/980, 390 & 390CJ, Eagle Controllers, 332, NEMA P, R & M cabinets, and TS-1 type 1 type 2 hybrid cabinets. Daniel has worked with and is proficient with multiple video detection systems such as iteris, Econolite, Trafficon and Gridsmart. Daniel has maintained day to day operations to City and County traffic signals as well as troubleshooting cabinet malfunctions and detection issues with Iteris, Econolite, and Traficon detection systems. Daniel also has advanced experience in timing changes, recalls and coordination operations as well as traffic signal and cabinet installation and Polara/Campbell push button systems and installation. Daniel has advanced experience in commercial parking lot lighting and signage and has worked in the energy efficiency area field servicing and installing lighting controls, induction, and LED Retrofit projects to schools, public buildings, Government buildings, parking lots, and signs.



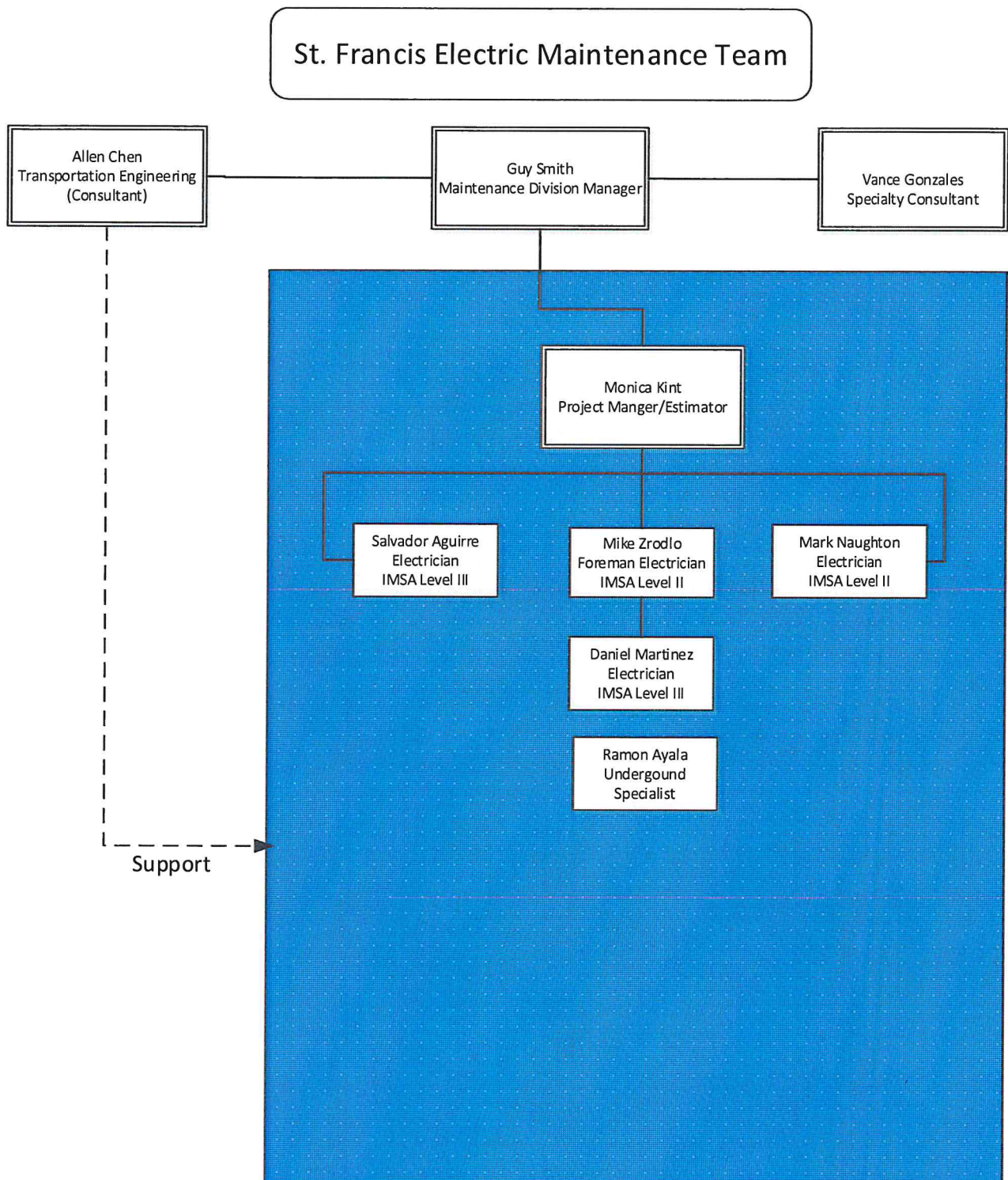
Ramon Ayala has 20 years of experience in the streetlight and traffic signal maintenance/construction industry. Ramon has his IMSA work zone safety and Traffic Signal Field Technician Level I & II Certifications. Mr. Ayala specializes in streetlight and traffic signal foundations, conduit, pull boxes, loops, concrete work and G5's. Mr. Ayala assists with maintenance, signal work, wire pulls and all aspects of the work required in this RFP.

Allen Chen, traffic engineer Consultant for St. Francis Electric, has 20 years of working experience. He specializes in traffic signal operation, traffic signal and ITS equipment troubleshooting/ programming, traffic signal design and modification, communication system design, traffic signal coordination, traffic signal improvement, traffic control plan design and traffic calming improvements. Allen has working experienced for government agencies and previously worked for the City of Fremont, and Santa Rosa as a traffic engineer managing operations of 200+ traffic signals. Mr. Chen is a registered California Professional Civil (C 67936) and Traffic Engineer (TR 2368). Allen holds his IMSA Traffic Signal Technician Level I, II & III Certifications. Allen holds a Master of Science Degree in Mechanical Engineering and a Bachelor of Science Degree in Civil Engineering.

Vance Gonzales, Iteris specialist is a Product Support Engineer and will provide services to SFE to lead the ITERIS Vantage Video Detection Camera installation and support. Vance has extensive experience from manufacturing, installation, engineering, troubleshooting, and testing within the traffic signal industry. Vance has IMSA Level III certification. Factory trained TS1 and TS2 – Econolite, Siemens, and Naztec. Vance has extensive training from EIT - UC Berkeley, Adaptive traffic systems, 170/2070 controller – Safetran and McCain, ITS cabinet and controller, signal timing, coordination, and design. He is Experienced in video detection on all manufacturing – Iteris, Naztec, Flir, Aldis, Autoscope, and Leddartec. Vance is experienced in Traffic Management Center installation & in wireless communication 900.2.4 4.9 5.8. Experienced in traffic signal communication networks – fiber, Ethernet over copper (Actelis), and various types of managed switches and servers, video management software and 10 years with SMI Peek in traffic signal equipment installation and maintenance, 4 years with Synchronex in installation and cabinet modification, 13 years with ITERIS in traffic equipment installation, video detection, Clary battery backup system and Encom Radios.



Organization Chart



Customer Service

SFE understands that, as a contractor, we represent the City while working on its streets. Many of our team members have worked for municipalities; therefore, we always thrive to provide responsible and innovative services to our clients. To provide a comprehensive service designed to minimize malfunctions; reduce complaints; and extend the useful life of the City's traffic signals. We proactively communicate with City officials to inform them of any issues encountered for all services described in this RFP during the contract period. SFE provides our clients with a schedule of approximate time and dates when maintenance services will be completed and inform the clients every time a technician is in the City. This allows the City to address concerns or other issues while our technician is in town to further ensure proper functionality to all the City's Traffic Signals, minimizing after hour emergency call outs saving the City money as well as keeping the community happy.

Our maintenance division stands out over many due to our experience with customer service. We understand that through daily communication between field, office, and City staff we can sustain from uncommunicative issues that could arise when there is a lack of communication. By emailing maintenance@sfe-inc.com during normal business hours, we guarantee the City will receive an immediate response from office staff. If after hours concerns arise, we keep our cell phones readily available. On top of that, when calling our 24/7 Direct Line Teleservice you are guaranteed a live person every time you call in, and a text message and call is immediately dispatched to our on-call technicians. Our tech will immediately follow up with a return phone call notifying the reporting party confirmation of receipt and our estimated time of arrival. All of our technicians have smart phones/ tablets and/ or laptops and can be reached at any time while performing services within the City.

During the contract transition office staff and technicians will conduct a meeting with City staff to discuss our vision and begin exploring innovative and cost-effective ways to assure the quality and functionality of the City's traffic signals and all items listed in this RFP. If desired, the City can have the option to generate work orders. SFE will work with City staff to ensure we have the most current, up to date list of traffic signals, speed feedback signs and flashing beacons operated by the City. All this information will be imported into our Salesforce system. Should there be any outstanding work orders with approval from the City, we will address these concerns right away.

Our project manager will coordinate and schedule all transition activities; provide weekly reporting on transition progress and ensure all applicable property and tools are included as part of transition. SFE will work with City PMs to ensure all transition deliverables are received and understood and identify any gaps in transition activities. SFE management will ensure continuity of all maintenance activities throughout transition; ensure receipt of adequate maintenance documentation of all processes, tasks, and activities. During our initial visit to each location SFE



will conduct a complete inventory of all major equipment including: manufacturer, serial number, and model number. All information will be inputted into Salesforce for the City to examine at any time and a copy of the inventory will be sent to the City.

On-Line Electronic Database Service

To better service the Yuba City, SFE will provide an online real-time electronic database service. SFE recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. SFE is proud to present Salesforce™, our computerized electronic maintenance and inventory management system. This cloud-based application represents what we believe to be the forefront of customer account management and maintenance tracking in our industry. The City's Salesforce™ account will include a complete list of all of City's intersections, equipment inventory, a log of repair and replacement parts, and records of all emergency calls received for the City. Essential key functions of this online database are made available to the City Engineer and authorized agent(s) to monitor maintenance, service call history, and review all activities performed by SFE technicians working in the City. Additionally, our Staff will be in constant contact with the City Via voice and email to assure that the City is aware of SFE's progress daily.



Salesforce™ Customer Portal

The information handled by Salesforce™ includes:

- Service Request Management and Scheduling, including time stamping and dispatching.
- Scheduled Maintenance Management and Scheduling.
- Intersection Details, inventories of equipment, maps, CAD drawing, timing sheets, etc.
- Report Generation: including invoices, materials use, etc.
- Inventory control, including real-time tracking of available and installed equipment.
- Information available to view or download through the Customer Portal, which includes:
 - Real-time status of Scheduled Maintenance and Service Request calls.
 - Real-time Intersection Inventories.
 - Real-time Equipment Inventories.
 - Intersection maintenance histories, maps, CAD drawings, digital photographs.
 - Account information, such as contacts and billing



Quality Assurance/ Safety Precautions

Safety is the top priority within SFE. To operate as a larger general electrical contractor, SFE has developed a culture to always pay extra attention regarding safety. With our designated safety officer and safety team constantly going from job to job, SFE promises to plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

To ensure good quality from SFE staff, we believe in proper foresight and preparation. We train our technicians to IMSA, OSHA, State specific requirements, Caltrans specs, and Vendor Specific standards. We supply the “right tools” for the job, from hand tools to heavy equipment. Once the proper tools and training are supplied, we can then progressively inspect and ensure proper production and quality levels are met.

We regularly and randomly inspect our technician’s quality and thoroughness. We strive to “see things” from our customer’s perspective. When performing maintenance on Traffic, we believe that the efforts we put into the quality of our service prolongs the life and efficiency of the components.

We have established aggressive goals and have adopted a zero tolerance regarding safety compliance. Our focus on a safer tomorrow is paramount, to our future. The success of reaching our goals rests on the shoulders of each employee at St. Francis Electric. With their knowledge, by their preparations, and through their practices, we can achieve these goals. We have identified several actions and our efforts are doubled regarding safety awareness. Since 2012, St. Francis Electric has not received an OSHA citation. In addition, the renewed efforts are already being shown in our Experience Modification Rate.

SFE continuously provides to its employees State Compliant Injury and Illness prevention programs. Standard Certifications are as follows but not limited to: Heat Illness, Cal Osha 10, CPR/First Aid, Haswoper 40, Defensive Driving, Lead & Asbestos, and Hazard Communications. Additional programs will be provided as specified in various contracts with public or private Clients and or at the request of the Company employed Safety Officer.

Emergency Response Service

SFE’s response time will be within 1 hour of initial call out. With having our Woodland office within 45 miles from the City we are able to ensure this. With having contracts with the City of Sacramento, Rancho Cordova, Yuba County, and Nevada County, an electrician will always be near the City of Yuba City. When SFE is notified of an emergency situation, a technician will be dispatched immediately. SFE has large warehouse capacity, resources, and inventory in Woodland to support City’s and Counties and enables us to guarantee quick response times. SFE agrees to provide and maintain emergency service response of the City’s traffic signals and



streetlighting on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. SFE has a 24/7/365 telephone service for taking calls for reported outages, knockdowns, etc. All calls will be logged to track repairs at each location: 1-(844)-LIGHT88. SFE will be prepared to provide the City with 24/7 service for the repair of the equipment. At a minimum, SFE will provide services to all items listed in this RFP as described in the following scope of work.

Upon initial notification of an emergency call out, the SFE technician On-Call will call the reporting party upon initial receipt notifying they have received the notification and approximate arrival to location within 1 hour. If during business hours, office staff will also follow up with an email to the reporting party and City staff. If the emergency call is after normal business hours, SFE office staff will follow up with the City the following business day with a report of all work completed. Upon arrival, the technician will assess the site, implement appropriate traffic control, and evaluate the problem. The technician will restore site to a safe and working condition logging via our on-site live portal the time, date, nature of task order/ emergency call, and corrective action. All on-call technicians have backup personnel readily available should the need for additional manpower arise. Also, should a major incident occur requiring the mobilization of a large crew, the St. Francis maintenance department is able to utilize any of our 250+ construction crew.

Facilities Description

SFE's Woodland location has approximately 2,000 square feet of office space with a 3,000 square foot indoor secured storage warehouse on an acre of land. This is beneficial as it allows us to stock items such as traffic signal poles and prevents the City from having to experience long lead times.

St. Francis Electric headquarters is located on 3.5 acres of land in the City of San Leandro, Alameda County. SFE's headquarters has secured outdoor storage space sufficient for all the contract equipment, parts, components, and inventory. In addition to the outdoor storage, our warehouse has 20,000 square feet of indoor secured storage space for other equipment necessary for the contract. SFE has vast amounts of storage for typical maintenance work and plans to invest adequate office equipment and supplies for this Street light Equipment Maintenance Contract if selected. A testing facility (3rd Party Testing/ Certification Lab) is also available to test all equipment procured for this contract.

Equipment

SFE owns and operates approximately 100 service vehicles of various types and sizes throughout Northern California. To help ensure safety, our maintenance crews use hydraulic "bucket" trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved,



inspected, and certified as required by law. Our bucket trucks are typically equipped with the most common traffic signal gear, poles, and street light replacement parts to service most emergency responses such as knock downs. In addition, SFE's vehicles are equipped with a permanently mounted arrow board/stick, warning beacon/strobe lights, traffic cones & construction warning signs. Our "bucket truck" hydraulic lift can reach a height of at least forty (40) feet from the roadway surfaces. Our technicians are equipped with necessary laptops for the programming/ testing of traffic signal controllers, CMU/MMU, Camera monitoring (CCTV, Video, etc), and various equipment. In addition, all SFE employees will be equipped with a smartphone/mobile tablet with 4G LTE access capable of email, text, photo, and internet. SFE is committed to maintain an inventory of all signal equipment used for Butte County. This commitment will ensure the County avoiding long wait time on some equipment such as traffic signal poles.

SFE also has complete stock of 332/NEMA cabinets, service pedestals, poles, DLC, Loop wire, traffic signal wire, signal LEDs in assorted sizes, conduit, pull boxes, lids, etc. SFE's vast inventory of equipment and material enables us to support any maintenance and emergency service needs. This has proven very critical for emergency service such as with traffic signals. In such cases, SFE has the inventory in-house available immediately, as opposed to the typical 3-6 month waiting period.

SFE retains, and will have readily available, in functioning order, all required tools, equipment, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals and other City equipment; in compliance with Caltrans Standard Plans and Specifications (May 2010), Chapter K of Caltrans Maintenance Manual (July 2014); National Electric Code (NEC) 2011 with California Electric Code Amendments 2013; California Manual of Uniform Traffic Control Devices (MUTCD 2012 edition), and the Districts standards and specifications.



Experience and References

Additional existing/ past experience and reference avail upon request.

Agency	Description	Contact	Phone & Email	Year/ Duration & Contract Amount
City of Turlock	Traffic Signal Maintenance Services – 75 Traffic Signals. Traffic Engineering Consultant Services	Dawn Gillenwater	(209) 668-5425 dgillenwater@turlock.ca.us	Since 2015 \$199,999/yr
Yuba County	Traffic Signal Maintenance. 10 Traffic Signals	Craig Herbert	(530) 749-5420 cherbert@CO.YUBA.CA.US	Since 2019 \$11,600/ yr
City of Auburn	Traffic Signal Maintenance Services – 16 Traffic Signals, Flashing Beacons, Ped Signals, Engineering Consultant Services	Russell Koch	(530) 308-0231 rkoch@auburn.ca.gov	Since 2015 \$70,000/ yr
Butte County	Traffic Signal and Street Light Maintenance and Emergency Repair Services- 10 Traffic Signals, 12 RRFB's/ Flashing Beacons	Ryan Huffman	(530) 712-1167 rchuffman@buttecounty.net	Since 2017 \$150,000/ yr
City Rocklin	Traffic Signal and Street light On- Call	Naz Lazar	(916) 625-5567 naz.lazar@rocklin.ca.us	Since 2018 going- No limit
City of Yuba City	Traffic Signal Maintenance- 40 Traffic Signals	Mike Morrill	(530) 813-0060 mmorrill@yubacity.net	2014-2020
Placer County	Traffic Signal Maintenance Services – 29 Traffic Signals, Ped Signal, Flashing Beacons	Matt Randall	(530) 305-1304 mranda@placer.ca.gov	Since 2015 \$175,000/ yr
Nevada County	Traffic Signal Maintenance- 7 Traffic Signals, 3 Radar Speed Signs	Gene Yeoman	(530) 913-9002 gene.yeoman@co.nevada.ca.us	Since 2018 \$25,000/ yr

SFE's Maintenance Division Management Team has extensive experience for more than 60 years in serving the governmental maintenance needs as well as in charge of municipalities' maintenance programs as government employees. SFE has many major business disciplines in Traffic/Transportation, Harbor, Airport, Underground, Maintenance, and Traffic Engineering Consulting Services (<http://stfranciselectric.com/>).

Currently, SFE maintains streetlights, traffic signals, in-pavement crosswalks, flashing beacons, radar speed signs, microwave equipment & RRFB systems for approximately 40 Cities throughout California.

From 2014-2020 Currently, SFE had maintained the City's 40 traffic signals since 2014. We provided monthly, quarterly, and annual traffic signal maintenance. Each month we ensured proper functionality and provided a thorough report for all controller cabinets, traffic signal controllers, signal and pedestrian heads, pedestrian push buttons, interconnect communications, and battery backup systems. Annually, SFE performed conflict monitor testing at each cabinet. SFE provided 24/7 emergency services with a response time of no more than one hour.

Since 2017, SFE has maintained the County of Butte's traffic signals, safety lighting, radar speed signs, and driver feedback locations. SFE performs monthly and annual maintenance along with annual conflict monitor testing. SFE has responded to all emergency response occurrences within one hour of initial call out. Mike Zrodlo has been the lead foreman servicing the County and communicates between the County's project manager and with SFE's project manager Monica Kint for all scheduling, quotes, and cost-effective upgrades for the County.

St. Francis Electric provides to the City of Auburn routine & response traffic signal maintenance. Currently we maintain 16 City owned traffic signals as well as flashing beacons and pedestrian signals. SFE provides 24/7 emergency call out service to the City of Auburn and has a response time of 1 hour. We thoroughly inspect each traffic signal to ensure proper functionality of the controller cabinet, traffic signal controller, signal and pedestrian heads, pedestrian pushbuttons, interconnect communications and battery backup system. Annually we perform conflict monitor testing at each signalized intersection and provide updated test reports in the controller cabinets.

In Placer County SFE provides routine & response traffic signal maintenance. Currently we maintain 29 City owned traffic signals as well as flashing beacons and pedestrian signals. SFE provides 24/7 emergency call out service to the County of Placer and has a response time of 1 hour. We thoroughly inspect each traffic signal to ensure proper functionality of the controller cabinet, traffic signal controller, signal and pedestrian heads, pedestrian pushbuttons, interconnect communications and battery backup system. Annually we perform conflict monitor testing at each signalized intersection and provide updated test reports in the controller cabinets.

In the City of Yuba County, SFE provides routine & response traffic signal maintenance on 10 traffic signals. We provide monthly, quarterly, and annual traffic signal maintenance. Each month we ensure proper functionality and provide a thorough report for all controller cabinets, traffic signal controllers, signal and pedestrian heads, pedestrian push buttons, interconnect communications, and battery backup systems. Annually, SFE performs conflict monitor testing at



each cabinet. SFE provides 24/7 emergency services with a response time of no more than one hour.

In the City of Rocklin, SFE provides On-Call response Street Light Maintenance on 2,285 Street Lights and 70 Traffic Signal intersections. We respond to all after hour's emergency calls from 3:00PM-6:00AM Monday – Friday, weekends, and holidays with a response time of 1 hour. SFE notifies the City of streetlight, traffic signal outages/damages and makes all necessary repairs to return the streetlights and traffic signals to fully functional.



Service Price Form



CITY OF YUBA CITY

RATE SHEET

Routine Monthly Maintenance	Per Intersection	<u>\$ 75.00 each</u>
Routine Semi-Annual Maintenance	Per Intersection	<u>\$ 90.00 each</u>
Routine Annual Maintenance (Annual includes CMU testing)	Per Intersection	<u>\$105.00 each</u>
Journeyman Electrician - Traffic Signal Maintenance and Repair		
	Hourly Straight Time	<u>\$ 102.00 per hr.</u>
	Hourly Overtime	<u>\$ 135.00 per hr.</u>
	Hourly Doubletime	<u>\$ 160.00 per hr.</u>
Foreman Electrician - Traffic Signal Maintenance and Repair		
	Hourly Straight Time	<u>\$ 110.00 per hr.</u>
	Hourly Overtime	<u>\$ 145.00 per hr.</u>
	Hourly Doubletime	<u>\$ 185.00 per hr.</u>
Laborer - Excavation, Jackhammer and General Laborer Work		
	Hourly Straight Time	<u>\$ 75.00 per hr.</u>
	Hourly Overtime	<u>\$ 105.00 per hr.</u>
Traffic Engineering Services		<u>\$ 165.00 per hr.</u>
Bucket Truck		
	Hourly Rate	<u>\$ 35.00 per hr.</u>
Mobile Crane		
	Hourly Rate	<u>\$ 65.00 per hr.</u>
Dump Truck		
	Hourly Rate	<u>\$ 30.00 per hr.</u>
Flatbed/Utility Truck		
	Hourly Rate	<u>\$ 30.00 per hr.</u>

ST. FRANCIS ELECTRIC | 975 CARDEN ST. | SAN LEANDRO, CA. 94577 | OFF: 510-639-0639 | FAX: 510-639-4653

Conflict of Interest Statement

There are no conflicts of interest if St. Francis Electric is awarded the Traffic Signal Maintenance contract.

Contractor A and C10 Licenses



Prevailing Wage

SFE carries General Liability and Automotive Liability insurance to meet or exceed the minimum requirements of this RFP. SFE carries Worker's Compensation Insurance per State Law. SFE will meet all additional required Insurance provision said in this RFP.

Department of Industrial Relation (SB 854) Registration Number: 1000022208

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA LIC 0B29370 1-925-798-3334
Edgewood Partners Insurance Center (EPIC)
[Concord - Branch ID 15469]
P.O. Box 5668

Concord, CA 94524
INSURED
St. Francis Electric, LLC
PO Box 2057
San Leandro, CA 94577

CONTACT NAME: Sara Dorrissey
PHONE (A/C, No, Ext): 925-822-9009 FAX (A/C, No): 925-887-6815
E-MAIL ADDRESS: sara.dorrissey@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER B: ALLIED WORLD NATL ASSUR CO	10690
INSURER C: NEW HAMPSHIRE INS CO	23841
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 64983554

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		GL5342018	04/01/22	04/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CA4773676	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		03102673	04/01/22	04/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	WC022298334	04/01/22	04/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Coverage.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

*****, CA *****

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)
DorrisseyS
64983554

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EXHIBIT B
Service Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

Exhibit C
Certificate of Exemption From
Workers' Compensation Insurance

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this _____ day of _____, 202__, at Yuba City, California.

By: _____
Title: _____

St. Francis Electric, LLC

Service Price Form



CITY OF YUBA CITY

RATE SHEET

Routine Monthly Maintenance	Per Intersection	<u>\$ 75.00 each</u>
Routine Semi-Annual Maintenance	Per Intersection	<u>\$ 90.00 each</u>
Routine Annual Maintenance (Annual includes CMU testing)	Per Intersection	<u>\$105.00 each</u>
Journeyman Electrician - Traffic Signal Maintenance and Repair		
	Hourly Straight Time	<u>\$ 102.00 per hr.</u>
	Hourly Overtime	<u>\$ 135.00 per hr.</u>
	Hourly Doubletime	<u>\$ 160.00 per hr.</u>
Foreman Electrician - Traffic Signal Maintenance and Repair		
	Hourly Straight Time	<u>\$ 110.00 per hr.</u>
	Hourly Overtime	<u>\$ 145.00 per hr.</u>
	Hourly Doubletime	<u>\$ 185.00 per hr.</u>
Laborer - Excavation, Jackhammer and General Laborer Work		
	Hourly Straight Time	<u>\$ 75.00 per hr.</u>
	Hourly Overtime	<u>\$ 105.00 per hr.</u>
Traffic Engineering Services		<u>\$ 165.00 per hr.</u>
Bucket Truck		
	Hourly Rate	<u>\$ 35.00 per hr.</u>
Mobile Crane		
	Hourly Rate	<u>\$ 65.00 per hr.</u>
Dump Truck		
	Hourly Rate	<u>\$ 30.00 per hr.</u>
Flatbed/Utility Truck		
	Hourly Rate	<u>\$ 30.00 per hr.</u>

ST. FRANCIS ELECTRIC | 975 CARDEN ST. | SAN LEANDRO, CA. 94577 | OFF: 510-639-0639 | FAX: 510-639-4653

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A SERVICES AGREEMENT TO ST. FRANCIS ELECTRIC, LLC. FOR TRAFFIC SIGNAL MAINTENANCE

WHEREAS, the City of Yuba City desires to maintain its traffic signal infrastructure in a safe and satisfactory manner; and

WHEREAS, City staffing levels are insufficient to assure that the necessary traffic signal infrastructure routine maintenance and emergency repairs are addressed while also meeting all of the other electrical maintenance requirements throughout the City; and

WHEREAS, the City issued a Request for Proposals on May 31, 2022 to find the most qualified contractor to perform traffic signal maintenance and received proposals from St. Francis Electric, LLC (SFE) and Bear Electrical Solutions, Inc. (BES) by the deadline of June 16, 2022; and

WHEREAS, the City has determined that SFE is the most qualified contractor based on its experience, capabilities, past references, and primarily its cost of services; and

WHEREAS, the City desires to award a Services Agreement for traffic signal maintenance to SFE in the amount of \$58,400.00; and

WHEREAS, to minimize contract management costs, the City desires to authorize the Public Works Director to execute up to four, one-year extensions to the Services Agreement provided SFE's services meet or exceed staff's expectations and that any annual cost increases requested by SFE do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

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

1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the services are within existing City facilities are qualifying repairs, maintenance, or minor alterations of existing public facilities involving negligible or no expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.
2. A Services Agreement is hereby awarded to St. Francis Electric, LLC of San Leandro, CA for traffic signal maintenance in the amount of \$58,400.00, subject to material terms and approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City.

3. The Public Works Director is hereby authorized to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

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 5th day of July, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Executive Service Contract Terms

Recommendation: A. Adopt a Resolution authorizing the City Manager to amend the Executive Service Employment Agreements
B. Adopt a Resolution authorizing the Finance Director to amend the salary schedule
C. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater
D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$112,600

Fiscal Impact: The proposed changes will result in a net increase in cost of \$115,400 for FY22/23.

Purpose:

To approve amendments to the Executive Services employee agreements for a 5% cost of living increase for City Manager, Public Works & Development Services Director, and Human Resources Director, 5% cost of living increase and 1.5% equity adjustment for Finance Director, 5% cost of living increase and 11% equity adjustment for Community Services Director, and 8% cost of living increase for Police Chief and Fire Chief.

Council's Strategic Goal:

This side letter addresses the City Council's Strategic Goal of public safety.

Background:

In addition to the City Manager, the Executive Service employees are the positions of: 1) Police Chief, 2) Fire Chief, 3) Public Works & Development Services Director, 4) Finance Director, 5) Community Services Director, and 6) Human Resources Director. The Executive Service employees serve in "at will" positions. Executive Service employees have individual employment contracts; the current employment contract with Executive Service employees are from 2020. In the past, contract amendments have been utilized to reflect changing terms and conditions and the City Manager has executed amendments for the other Executive Service employees with the City Council approved terms. The Mayor signs the City Manager amendment on behalf of the City Council.

Analysis:

It is being proposed that the City Manager, Public Works & Development Services Director, and Human Resources Director receive a 5% cost of living increase, the Finance Director receive a 5% cost of living increase and 1.5% equity adjustment, Community Services Director receive 5% cost of living increase and 11% equity adjustment, and the Police Chief and Fire Chief receive a 8% cost of living increase. All cost of living increase and equity adjustments would be effective July 2, 2022. This salary increase methodology is consistent with the offers provided to the corresponding bargaining units.

Fiscal Impact:

The proposed changes will result in a net increase in cost of \$115,400 for FY22/23.

Alternatives:

Do not approve Executive Service employee terms and conditions and provide staff direction.

Recommendation:

- A. Adopt a resolution authorizing the City Manager to amend the Executive Service Employment Agreements
- B. Adopt a resolution authority the Finance Director to amend the salary schedule
- C. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater
- D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$112,600

Attachments:

- 1. Executive Services Cost Impact
- 2. Executive Service Amendment Resolution
- 3. City Manager Amendment
- 4. Executive Service Salary Schedule Resolution

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Executive Team - July 5, 2022 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2022-23			
Salary increase - 8.0% for the Chiefs and 5.0% COLA for others	\$ 115,400		115,400
Plus equity adjustments per the MOU to market & benchmarking			
Total Cost	<u>\$ 115,400</u>	<u>\$ -</u>	<u>\$ 115,400</u>
<i>General Fund</i>	<i>\$ 112,600</i>		<i>\$ 112,600</i>
<i>Water</i>	<i>\$ 1,400</i>		<i>\$ 1,400</i>
<i>Wastewater</i>	<i>\$ 1,400</i>		<i>\$ 1,400</i>
<i>SASA</i>	<i>\$ -</i>		<i>\$ -</i>
<i>VMF</i>	<i>\$ -</i>		<i>\$ -</i>

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE EXECUTIVE SERVICE EMPLOYEE CONTRACT
AMENDMENTS**

WHEREAS, Executive Service employees include the following positions: City Manager, Police Chief, Fire Chief, Public Works & Development Services Director, Finance Director, Community Services Director, and Human Resources Director; and

WHEREAS, the City recognizes the Executive Service employees commitment to the City and its citizens while providing outstanding and dedicated service to all; and

WHEREAS, Executive Service employees are “at will” employees and have individual employee contracts that reflect the terms of their employment; and

WHEREAS, changes to these contracts are done through contract amendments;

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

- A. Authorize the City Manager to execute amendments with Executive Service employees consistent with the following compensation adjustments effective July 2, 2022 and memorialized in the corresponding salary schedules:
 - the classifications of Public Works & Development Services Director and Human Resources Director shall each receive a 5% cost of living increase,
 - the Finance Director shall receive 5% cost of living increase and 1.5% equity adjustment,
 - the Community Services Director shall receive 5% cost of living increase and 11% equity adjustment, and
 - the Police Chief and Fire Chief shall each receive 8% cost of living increase; and
- B. Authorize the Mayor to execute amendment with City Manager for a 5% cost of living increase effective July 2, 2022.

The Director of Finance is hereby authorized to make the necessary salary schedule modifications, transfers, and appropriations to implement the provisions of this Resolution:

A. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater

B. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$112,600

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 5th day of July 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 3

Amendment Letter to the Employment Agreement between the City of Yuba City and Diana Langley

This Amendment to the Employment Agreement dated July 5, 2022 is made between the City of Yuba City, California, a general law city, and Diana Langley, City Manager with respect to modifying the terms and conditions of employment for Fiscal Year 2022/2023.

1. Salary Increase

Effective July 2, 2022, the City agrees to implement a 5% cost of living salary increase for City Manager. This salary increase shall be implemented prospectively only.

Section 2: General Provisions

1. This Amendment Letter modifies the Employment Agreement set forth by the revised understanding between the Employer and Employee. The parties, by mutual written agreement, may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made part of this agreement.
2. Binding Effect. This Amendment Letter shall be binding on the Employer and the Employee as well as their heirs, assignees, executors, personal representatives and successors in interest.
3. Severability. The invalidity or partial invalidity of any portion of this Amendment Letter will not affect the validity of any other provision of the Amendment Letter or the provisions of the Employment Agreement. In the event that any provision of this Amendment Letter is held to be invalid, the remaining provisions shall be deemed to be in full force and effect.
4. Effective Date. This Amendment Letter shall become effective on July 2, 2022 or on the latest date of signature below, whichever is later.

****SIGNATURES BELOW****

Dated: _____

Diana Langley
City Manager

Dated: _____

Dave Shaw
Mayor

Attest:

Ciara Wakefield, Deputy City Clerk

Approved as to Form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 4

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

Department Heads

JCN	CLASSIFICATION	Bargaining Group	1	2	SALARY STEPS			
					3	4	5	
8070 *	CITY MANAGER	CM	-	-	-	-	18,375	Monthly
			-	-	-	-	106.01	Hourly
8090*	PUBLIC WORKS & DEVELOPMENT SERVICES DIRECTOR	DH	13,419	-	-	-	16,311	Monthly
			77.42	-	-	-	94.10	Hourly
8010*	DIRECTOR OF HUMAN RESOURCES	DH	10,837	-	-	-	13,173	Monthly
			62.52	-	-	-	76.00	Hourly
8140*	DIRECTOR OF COMMUNITY SERVICES	DH	12,427	-	-	-	15,105	Monthly
			71.69	-	-	-	87.14	Hourly
8030*	FIRE CHIEF	DH	13,861	-	-	-	16,848	Monthly
			79.97	-	-	-	97.20	Hourly
8050*	POLICE CHIEF	DH	13,861	-	-	-	16,848	Monthly
			79.97	-	-	-	97.20	Hourly
8020*	DIRECTOR OF FINANCE	DH	12,060	-	-	-	14,659	Monthly
			69.58	-	-	-	84.57	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:

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management

FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: First Level Managers Memorandum of Understanding (MOU)
Recommendation: Adopt a Resolution:
A. Approving a three-year Memorandum of Understanding with the First Level Managers group
B. Authorizing the Finance Director to amend the salary schedule
C. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater
D. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$253,600.
Fiscal Impact: The proposed changes will result in a net increase in cost of \$508,900 for FY22/23.

Purpose:

To approve the First Level Managers' (FLM) two year Memorandum of Understanding (MOU).

Council's Strategic Goal:

This FLM MOU addresses the City Council's Strategic Goal of being business friendly and infrastructure.

Background:

The First Level Managers' current MOU expires June 30, 2022. This MOU included salary increases for Water Distribution Supervisor, Wastewater Collection Supervisor, and Laboratory Supervisor. It benchmarked the Communication Center Coordinator 15% above top step to the Public Safety Dispatcher; the Fleet Maintenance Supervisor 15% above top step of Mechanic, Lead; the Street Maintenance Supervisor, Park Maintenance Supervisor, and Facilities Maintenance Supervisor benchmarked to the Fleet Maintenance Supervisor. All represented FLMs received a \$4,000 signing bonus in the first full pay period in FY 21/22.

Analysis:

FLM have agreed to a three-year Memorandum of Understanding effective July 1, 2022 through June 30, 2025 that, among other terms and MOU edits:

1. Effective July 2, 2022, all classification will receive a cost of living increase of five percent (5%) salary increase;
2. Effective July 2, 2022 the below classifications will receive equity adjustments as follows:

<u>Classification</u>	<u>Increase</u>
Accountant II	5.25%
Administrative Analyst II	25.50%
Animal Shelter Supervisor	24.03%
Communication Coordinator	5.75%
Construction Inspector – Senior	23.13%
Crime Analyst	3.00%
Customer Service Manager	21.25%
Development Liaison	29.40%
Electrical/Instrumentation Supervisor	5.95%
Engineer – Civil Associate	18.00%
Environmental Compliance Coordinator	4.50%
Fleet Maintenance Supervisor	0.50%
Information Technology Analyst	16.75%
Information Technology Analyst – Senior	16.73%
Laboratory Supervisor	1.25%
Planner – Associate	23.00%
Plant Maintenance Supervisor	28.00%
Recreation Supervisor I	4.76%
Wastewater Collections Supervisor	1.75%
Wastewater Treatment Facility Chief Operator	17.50%
Wastewater Treatment Facility Supervisor	7.30%
Water Distribution Supervisor	4.50%
Water Treatment Facility Chief Operator	17.50%
Water Treatment Facility Supervisor	7.30%

These equity adjustments are cumulative and not compounded with the cost of living adjustments above.

3. Wage reopener to discuss the City's financial position no later than the end of May in 2023 and 2024 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023 and 2024. If parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

The complete Memorandum of Understanding is attached.

Attachments:

1. Summary - FLM 7-5-2022
2. 7-5-22 First Level Manager MOU - Resolution v1
3. Yuba City FLM MOU 7.1.22
4. 7-02-2022 - FLM (revised 7.1.22)

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
First Level Managers - July 5, 2022 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2022-23			
Salary increase - 5.0% COLA	\$ 508,900		508,900
Plus equity adjustments per the MOU to market & benchmarking			
Total Cost	\$ 508,900	\$ -	\$ 508,900
<i>General Fund</i>	<i>\$ 253,600</i>	<i>\$</i>	<i>253,600</i>
<i>Water</i>	<i>\$ 110,200</i>	<i>\$</i>	<i>110,200</i>
<i>Wastewater</i>	<i>\$ 120,800</i>	<i>\$</i>	<i>120,800</i>
<i>SASA</i>	<i>\$ 18,700</i>	<i>\$</i>	<i>18,700</i>
<i>VMF</i>	<i>\$ 5,600</i>	<i>\$</i>	<i>5,600</i>

ATTACHMENT 2

RESOLUTION NO. 20-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
THE FIRST LEVEL MANAGERS' MEMORANDUM OF UNDERSTANDING
JULY 1, 2022 – JUNE 30, 2025**

WHEREAS, the City recognizes the First Level Managers commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and the First Level Managers have negotiated a three year Memorandum of Understanding and;

WHEREAS, the City appreciates the efforts and energy the First Level Managers have put forth to negotiate this Memorandum of Understanding.

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

The attached Memorandum of Understanding is hereby approved effective July 2, 2022 with the following terms, among others:

1. Effective July 2, 2022, all classification will receive a cost of living increase of five percent (5%) salary increase;
2. Effective July 2, 2022 the below classifications will receive equity adjustments as follows:

<u>Classification</u>	<u>Increase</u>
Accountant II	05.25%
Administrative Analyst II	25.50%
Animal Shelter Supervisor	24.03%
Communication Coordinator	05.75%
Construction Inspector – Senior	23.13%
Crime Analyst	03.00%
Customer Service Manager	21.25%
Development Liaison	29.40%
Electrical/Instrumentation Supervisor	05.95%
Engineer – Civil Associate	18.00%
Environmental Compliance Coordinator	04.50%
Fleet Maintenance Supervisor	00.50%
Information Technology Analyst	16.75%
Information Technology Analyst – Senior	16.73%
Laboratory Supervisor	1.25%
Planner – Associate	23.00%
Plant Maintenance Supervisor	28.00%
Recreation Supervisor I	04.76%
Wastewater Collections Supervisor	01.75%
Wastewater Treatment Facility Chief Operator	17.50%
Wastewater Treatment Facility Supervisor	07.30%
Water Distribution Supervisor	04.50%
Water Treatment Facility Chief Operator	17.50%
Water Treatment Facility Supervisor	07.30%

These equity adjustments are cumulative and not compounded with the cost of living adjustments above.

3. Wage reopener to discuss the City's financial position no later than the end of May in 2023 and 2024 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023 and 2024. If parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

The Director of Finance is hereby authorized to make the necessary salary schedule modifications, transfers, and appropriations to implement the provisions of this Resolution:

- 1) Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater
- 2) Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$253,600.

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 5th day of July 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING
Between
The City of Yuba City
And
The First Level Managers

July 1, 2022 through June 30, 2025

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PREAMBLE:

This agreement between the City of Yuba City (City) and the First Level Managers (FLM) has as its purpose the promotion of harmonious labor relations between the City and the FLM and the establishment of rates of pay, hours of work, and other conditions of employment. The City recognizes the First Level Managers as the exclusive representative for full-time and regular part-time employees in the classifications in Appendix "A" as amended.

ARTICLE 1 SALARY

1.1 Salary Increases

Effective July 2, 2022, all classifications will receive a cost of living increase of five percent (5.0%) salary increase.

1.2 Equity Adjustments

Effective July 2, 2022, the below classifications will receive equity adjustments as follows:

<u>Classification</u>	<u>Increase</u>
Accountant II	05.25%
Administrative Analyst II	25.50%
Animal Shelter Supervisor	24.03%
Communication Coordinator	05.75%
Construction Inspector – Senior	23.13%
Crime Analyst	03.00%
Customer Service Manager	21.25%
Development Liaison	29.40%
Electrical/Instrumentation Supervisor	05.95%
Engineer – Civil Associate	18.00%
Environmental Compliance Coordinator	04.50%
Fleet Maintenance Supervisor	00.50%
Information Technology Analyst	16.75%
Information Technology Analyst – Senior	16.73%
Laboratory Supervisor	1.25%
Planner – Associate	23.00%
Plant Maintenance Supervisor	28.00%
Recreation Supervisor I	04.76%
Wastewater Collections Supervisor	01.75%
Wastewater Treatment Facility Chief Operator	17.50%
Wastewater Treatment Facility Supervisor	07.30%
Water Distribution Supervisor	04.50%
Water Treatment Facility Chief Operator	17.50%
Water Treatment Facility Supervisor	07.30%

These equity adjustments are cumulative and not compounded with the cost of living adjustments above.

1.3 Wage Reopeners

The parties agree to a reopen to discuss the City's financial position no later than the end of May in 2023 and 2024 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023 and 2024 respectively, unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

1.4 New 9-Step Salary Schedule

Employees hired in any FLM position after November 25, 2017, will be on the 9-step salary schedule, attached as Appendix "C". The 9-step salary schedule has both the first step and last step the same as the 5-step salary schedule. The 5-Step salary schedules is attached as Appendix "B".

1.5 Bilingual Pay

Employees who are proficient in speaking a foreign language shall receive an additional \$23.08 per work week. The second language must be one commonly spoken in the greater Yuba City area and thus of benefit to the City in providing services to the community residents. The method of certifying proficiency and the determination of which language will be covered under this program shall be determined by the City in consultation with First Level Managers.

1.6 Animal Services Standby Pay

When the Animal Services Manager is on vacation or off duty due to injury or illness:

- The Animal Services Supervisor shall maintain phone availability during the hours between 7:45 am and 6:45 pm, seven days each week, which correlates to the duty hours of the Animal Control Officers.
 - o The Animal Services Supervisor shall be available only, to Animal Control Officers who are on probation. Animal Control Officers who have successfully passed probation are expected to work independently and make sound judgements relative to field calls and shelter operations in the absence of a supervisor.
 - o Unless there is an extreme emergency, the stand-by call-out for the Animal Services Supervisor shall be for phone consultation to provide direction. Rarely, would the Animal Services Supervisor be required to respond to a location to give direction to Animal Control Officers, however, the possibility is that it could occur at some point. The Animal Services Supervisor is responsible for determining whether responding to a location is warranted. In some cases, the Animal Services Supervisor will receive direction from Animal Services Manager to report to a location.
- If the Animal Services Supervisor is required to stand-by during otherwise off-duty hours, stand-by pay shall be compensated at \$2.45 per hour.
- The Animal Services Manager and Animal Services Supervisor will alternate planned time off to ensure management staff is available for phone consultation by subordinate staff. No other staff member will fill in for management consultation in the absence of the Animal Services Manager or Animal Services Supervisor with the exception of the Executive Director.
- The Animal Services Supervisor will not be issued a take-home vehicle.
- The Animal Services Supervisor will utilize their Department issued cellphone as needed for any phone consultation work performed while on stand-by.

- The Animal Services Supervisor shall be compensated in the same manner as the stand-by Animal Control Officer. When responding to a stand-by phone consultation or call-out, the Animal Shelter Supervisor shall receive a minimum two (2) hours at time and one-half the employees' regular rate of pay. Multiple call-outs within a two (2) hour minimum period (starting from the time of the first call) are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one - half the employees' regular pay. If responding to a location, callback pay is from portal to portal when calculating actual hours worked.
- When on stand-by, the Animal Services Supervisor must refrain from the use of alcohol, medication or substances that may interfere with their ability to effectively respond to any call for service. The Animal Services Supervisor must be available by phone and, if needed, be physically able to respond within 45 minutes to an incident location within Animal Control's jurisdiction.
- The Animal Services Supervisor shall maintain a current California Driver's License.

1.7 Communications Center Coordinator Education Pay

The Communications Center Coordinator shall receive education incentive pay. Incentive pays are not cumulative, meaning that an employee is eligible only for one incentive for each type of degree or certificate (i.e., if an employee has two Associate's degrees, the employee is eligible for an incentive of 2.5%; if an employee has an Associate's degree and a POST Public Safety Dispatch Intermediate, the employee is eligible for an incentive of 5.0%). The total for all the above incentives shall not exceed 7.5%.

The education incentive shall be paid as follows:

POST Public Safety Dispatch Intermediate	2.5%
POST Public Safety Dispatch Advance	2.5%
AA or AS degree	2.5%
BA or BS Degree	5.0%

1.8 Work Schedule

Assigned work schedule may be changed at sole discretion of the Department Head subject to written notice to the employee including the duration of work schedule no less than one (1) week prior to the implementation.

ARTICLE 2 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

2.1 Retirement Terminology

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

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

A new member is defined as:

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or

- An individual who established prior membership in a retirement system and after a break in service of more than six months, returns to active membership in that system with a new employer.

2.2 Miscellaneous Member Retirement Formulas

- A. Employees hired before August 2, 1991, shall receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired between August 1, 1991, and July 1, 2012, shall receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after June 30, 2012, who are not classified as a new member shall receive the 2% at 55 miscellaneous CalPERS formula with the three (3) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012 who are classified as new member shall receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year final average compensation period. These employees shall pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- E. All miscellaneous retirement formulas have the following optional CalPERS retirement benefits:
 - Non-Industrial Disability Improved
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Post-Retirement Death Benefits \$500 lump sum
 - Survivor Allowance (PRSA)
 - 3% Retirement COLA

ARTICLE 3 FLOATING HOLIDAYS

Employees will receive two (2) floating holidays per fiscal year which must be used during the fiscal year. These two (2) floating holidays have no cash value and may not be carried over to a subsequent fiscal year. If any employee in this unit does not use either or both of these floating holidays during the fiscal year when the holidays are provided, the employee forfeits the unused floating holiday(s). Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rule 2.08 in the Personnel/Rules and Regulations.

ARTICLE 4 BENEFITS

4.1 Health Plans

A. Employee Contributions:

Employee contributions are on a pre-tax basis.

B. Health Care Premium Cost:

The City shall pay 80% of the lowest cost health plan available to the majority of City employees.

C. Cash-in-lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage shall be as follows:

- Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, shall be entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan available to the majority of City Employees.

The employee making the election covered above, shall receive the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.

- The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the current lowest cost health plan available to the majority of City employees:

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

4.2 Dental and Vision Plans

The City pays 90% of the premium and employees pay 10% of the premium. Premiums will be based on periodic actuarial conducted by an outside consultant.

Effective January 1, 2020, for dental, the calendar year maximum shall increase to \$1,750 and for vision, the benefit maximum (as defined in the plan document) shall increase to \$600 every 24 months. The City may change the Dental and Vision Plan claims administrator at any time.

4.3 Life Insurance

Life insurance benefit amount of fifty thousand dollars (\$50,000) shall be maintained for First Level Managers.

4.4 Employee Assistance Program (EAP)

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

4.5 Health Benefits Committee

The First Level Managers shall designate one (1) representative to the committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee consists of members from each employee association and serves in an advisory capacity to management.

4.6 Short Term Disability

- A. Waiting Period: A 30-calendar day waiting period must pass before benefits are payable.
- B. Premium: The City shall set the Short Term Disability rates based on outside actuarial; no premium cap shall exist. The City agrees to discuss any changes to the premium with the First Level Manager representative prior to taking action.
- C. Benefit: The benefit shall be equal to 60% of earning at time of the disabling event; no dollar cap on the benefit shall exist.

4.7 Long Term Disability

The City provides a long-term disability program for employees.

4.8 Tuition Reimbursement

The tuition reimbursement is five thousand dollars (\$5,000) per fiscal year.

ARTICLE 5 DEFERRED COMPENSATION

Employees receive fifty dollars (\$50.00) a month paid into their deferred compensation account.

ARTICLE 6 CERTIFICATIONS

The City pays the costs associated with obtaining and maintaining special certificates or licenses that are required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment. (Note: if the certificate or license is required prior to employment, the City will only reimburse post-hire expenses.)

ARTICLE 7 DEPT. OF TRANSPORTATION COMMERCIAL DRIVERS TESTING

It is mutually agreed that the Addendum to Alcohol and Drug Abuse Policy implementing the Omnibus Transportation Employee Testing Act of 1991 (Exhibit A) shall remain in effect.

ARTICLE 8 COMMERCIAL DRIVERS LICENSE EXAMINATION

Physical examinations for employees who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

ARTICLE 9 VACATION LEAVE

9.1 Vacation Accrual Rate

Employees will accrue vacation will be as follows:

<u>Years of Service</u>	<u>Bi-Weekly Rate</u>
0 – Completion of 4 years	4.0 hours
5 – Completion of 10 years	5.5 hours
11 – Completion of 15 years	6.5 hours
16 or more years	7.1 hours

9.2 Returning Former Employees

At the City Manager's discretion, employees who are returning, or who have returned, to City employment may be allowed to accrue vacation leave based upon the total years of service to the City or as otherwise agreed upon, under the following guidelines:

- A. They must have worked for the City at least five years previously;
- B. They must be hired into a First Level Management position upon return;
- C. The department head must make a written request to the City Manager and the City Manager must provide written instructions to Human Resources to take this action.

9.3 Vacation Accrual and Post-Separation Contributions of Accrued Leave Hours

With respect to accrued vacation leave hours (as well as other leave hours described below) that are on the books at the time of an employee's separation, the City will make mandatory contributions of such hours as follows:

Upon separation from employment, for retirement from City service or otherwise, 100% of eligible leave, including sick, vacation, administrative and comp time, (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) shall be contributed on a mandatory basis for the benefit of the employee to the City's 457(b) plan by the City subject to the annual limitations on contributions to such plan, including catch up contribution limits if applicable. The eligible and remaining leave balance (determined in accordance with City Rules and Regulations, applicable MOU and based upon length of service) after the mandatory allocation to the 457(b) plan, shall be paid out to the employee in taxable compensation; provided that the total amount allocated to the 457(b) plan and paid as taxable compensation does not exceed the applicable limits as set forth in the MOU.

Example 1: An employee has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours and is separating from service (whether to retire or otherwise). If the employee is subject to the 50% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 1250 sick leave hours eligible for allocation. As such, only 1250 sick leave hours are considered eligible. The 1250 sick leave hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. 100% of accrued vacation hours are eligible for allocation. As such, 300 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours of the 1250 would be paid out as taxable compensation.

Example 2: An employee has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours and is separating from service (whether to retire or otherwise). If the employee is subject to the 30% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 750 sick leave hours eligible for allocation. As such, only 750 sick leave hours are considered "eligible". All 750 sick leave hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. 100% of accrued vacation hours are eligible for allocation. As such, all 300 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. For clarification of a related note, the PERS Sick Leave Conversion is not available for the miscellaneous employees in this unit.

ARTICLE 10 CATASTROPHIC ILLNESS AND INJURY LEAVE DONATION PROGRAM

The Catastrophic Illness and Injury Leave Donation Program shall remain in effect (Exhibit B).

ARTICLE 11 ADMINISTRATIVE LEAVE

11.1 Exempt Classification

Employees, whose job classification is declared exempt from overtime under the FLSA guideline, shall receive 80 hours administrative leave with the first payroll period of each calendar year in lieu of compensatory time and overtime. Employees may use the leave subject to the approval of their department head, except that leave cannot be used prior to separation of employment in order to delay the separation date. New hires shall receive a pro-rated amount of administrative leave for their first year based upon the month of hire.

11.2 Maximum Cash Out

Employees who receive administrative leave can elect once a year to cash out a maximum of 40 hours that will be accrued the following year. By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of 40 hours of administrative leave that will be accrued in the next calendar year. The election shall be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year. (For example, if an employee elects in December 2018 to cash-out forty (40) hours that will be earned in 2019, those hours will be paid in January 2020).

11.3 Maximum Carry Over

Employees shall be allowed to carry over unused administrative leave to the next calendar year, subject to a maximum carryover balance of eighty (80) hours.

11.4 Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours per calendar year may be approved. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations during the calendar year to date of the request. Requests for additional leave must be resubmitted by the department head to the City Manager each year, if needed.

11.5 Separation of Employment

In the event of separation of employment, employees will be paid for unused administrative leave.

ARTICLE 12 COMPENSATORY TIME

12.1 Maximum Accumulation

Compensatory time for non-exempt employees may be accumulated to a maximum of eighty (80) hours.

12.2 Maximum Cash Out

Upon written request, employees who receive compensatory time can elect, once each year, to cash out a maximum of forty (40) hours of future compensatory time. By January 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of compensatory time that will be accrued by November 30 of that calendar year. The election shall be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week in December. (For example, if an employee elects in January 2019 to cash-out 40 hours of CTO that will be accrued later that year, those hours will be paid in December 2019). An employee can only cash-out hours that are actually earned/accrued. For example, if a FLM elects, in January 2019, to cash-out forty (40) hours of CTO that will be earned before November 30, but only earns thirty-two (32) hours in CTO in that timeframe, then only thirty-two (32) hours will be paid out in December. Separate and apart from the employee's ability to make an irrevocable advance election, the City, at its option, may pay out up to forty (40) accrued hours of compensatory time at the end of each calendar year.

ARTICLE 13 COUNSELING MEMORANDUM

The attached policy on Counseling Memos (Exhibit C) shall remain in effect.

ARTICLE 14 INCENTIVES

14.1 Water Certificate Pay

The City's water distribution system is classified as a D4 system. Due to this D4 system classification, the Chief Operator is required to have a minimum of a D4 certificate, and shift operators are required to have a minimum of a D3 certificate. To meet the intent of this drinking water regulation, the City must have employees working in water distribution who possess water distribution certifications. Water Distribution Certificate pay is for employees who work with or have the potential to work with the City's water system, possess D-1 through D-4 certification, and is included in the employee's base hourly rate.

For this section, employees who are assigned to work in water distribution are referred to as "Water employees". employees who are not assigned to the area of water distribution are referred to as "Non-Water employees".

The chart below reflects how water distribution certificate pay is applied to Non-Water employees. Total amount of certification pay (when reduced to an hourly rate based on regularly scheduled hours) cannot under any circumstances exceed 10% of the employees' base hourly rate (this includes bilingual pay).

Non-Water (i.e. Maintenance Supervisor-Streets): If multiple certification, only receive \$50 per month (cap).	
\$50 per month (D-1)	
\$50 per month (non-	(D-2)
\$50 per month (non-	(D-3)
N/A	

Water Treatment FLMs who are required to have a treatment (T-1 through T-4) or distribution (D1 through D-4) certificate shall have the certification pay included in their hourly rate.

14.2 Callback and Stand-by Time

This section addresses the Public Works First Level Supervisor assigned to supervise the Water Distribution staff on stand-by for after hours and weekend/holidays for a seven-day period.

- A. There are two (2) types of stand-by time: General and Water Distribution. The General stand-by employee is responsible for any after hour's calls except for Water Distribution related calls. The Water Distribution First Level Supervisor stand-by employee is the designated Chief Operator for the water system and must respond to water distribution calls while on stand-by duty.
- B. Stand-by pay shall be \$2.45 per hour for all hours occurring between the end of the shift and the beginning of the next regular shift. A rotation stand-by list will be created and posted in January each year. Only the First Level Supervisor assigned to Water Distribution will be eligible for stand-by pay on an "as needed basis". On an "as needed basis" is dependent upon the number of qualified D-3 or D-4 certified maintenance workers in the stand-by rotation. If needed, the Water Distribution First Level Supervisor must work on stand-by for water calls until it is determined that sufficient maintenance workers staffing levels exist to respond to water stand-by calls.
- C. The Water Distribution First Level Supervisor is allowed to trade stand-by weeks or individual days to stand-by eligible maintenance workers with written notice to their supervisor for approval at least two (2) days in advance of their scheduled stand-by week. The Water Distribution First Level Supervisor is provided a designated take home vehicle for the purpose of responding to call-outs. Take home vehicles will not be driven for any purpose other than driving to and from service calls and traveling to and from work. Employees required to use their personal vehicle while on stand-by shall receive the current IRS mileage rate for personal vehicle mileage while responding to callouts. Personal vehicle usage must have pre-approval of insurance coverage in accordance with the City's policy. When the Water Distribution First Level Supervisor is called back to work he shall receive a minimum two (2) hours at time and one-half the employee's regular rate of pay. Multiple call-outs within a two (2) hour minimum period are not separately compensable. If continuous work hours exceed the two (2) hour minimum, the actual time worked is paid at time and one-half the employees' regular pay. The stand-by pay is from portal to portal or when call is received from dispatch until the employee has returned to their residence.

14.3 Personnel Eligibility for Water Distribution Stand-by

- A. The First Level Supervisor for Water Distribution stand by shall have a valid California Water Distribution D-4 or higher certification.
- B. The Water Distribution First Level Supervisor must have a minimum of a Class A California Driver's License.
- C. The Water Distribution First Level Supervisor must be within 45 minutes response time using an internet mapping site.
- D. The Water Distribution First Level Supervisor while on stand-by must remain physically able to respond within 45 minutes to the incident and refrain from the use of alcohol, medications or substances that may interfere with their ability to effectively respond to any call for service.

14.4 Assignment Period

A typical stand-by period shall be one week beginning on Thursday at conclusion of the workday and continuing to the following Thursday at conclusion of the workday.

14.5 Assignment Limits

The First Level Supervisor assigned to water distribution will be limited to two weeks stand-by at a time (in a row), however the First Level Supervisor may be required to work more than two weeks in a row should extenuating circumstances occur. In the event the Water Distribution on-call covers both General and Water Distribution shifts for on-call they will not collect any additional pay.

14.6 Exceptions

- A. The First Level Supervisor is responsible for finding qualified substitutes when necessary due to illness or a family emergency. When a substitute is found the stand-by employee must notify a supervisor and police dispatch.
- B. Stand-by is typically filled by a voluntary basis. In the event no employees volunteer to cover stand-by, the Department Director or designee will choose from the qualified personnel listing. The stand-by employee substituting for the First Level Supervisor is required to have a Water Distribution D-3 or D-4 Certification.

14.7 Shift Differential

A shift differential of five percent (5.0%) of employee's base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00 p.m. to 7:00 a.m. If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time (jury duty, military duty, etc.), then they shall not be paid shift differential while on such leave.

ARTICLE 15 TERM OF AGREEMENT

The term of this agreement shall be July 1, 2022 through June 30, 2025.

Date: _____

Date: _____

City of Yuba City

First Level Managers

Diana Langley, City Manager

Katrina Woods

Michael W. Jarvis, Liebert Cassidy Whitmore

Joshua Wolffe

Nathan McCready

Appendix A – Represented Classifications

The First Level Managers represents the following classifications:

Accountant II
Administrative Analyst II
Animal Shelter Supervisor
Communications Center Coordinator
Construction Inspector – Senior
Crime Analyst
Customer Service Manager
Development Liaison
Electrical/Instrumentation Supervisor
Engineer – Associate Civil
Environmental Compliance Coordinator
Facilities Maintenance Supervisor
Fleet Maintenance Supervisor
Information Technology Analyst
Information Technology Analyst, Senior
Laboratory Supervisor
Maintenance Supervisor - Streets
Park Maintenance Supervisor
Planner – Associate
Plant Maintenance Supervisor – Water
Plant Maintenance Supervisor – Wastewater
Recreation Supervisor I/II/II
Wastewater Collections Supervisor
Wastewater Treatment Facility Chief Operator
Wastewater Treatment Facility Supervisor
Water Distribution Supervisor
Water Treatment Facility Chief Operator
Water Treatment Facility Supervisor

Appendix B – 5 Step Salary Schedule
Effective July 2, 2022
Employees Hired Prior To November 25, 2017

JCN	Classification	Salary Steps				
		1	2	3	4	5
6069	Accountant II	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293	\$ 7,658
6060	Administrative Analyst II	\$ 6,649	\$ 6,981	\$ 7,330	\$ 7,697	\$ 8,082
6015	Animal Shelter Supervisor	\$ 4,967	\$ 5,215	\$ 5,476	\$ 5,750	\$ 6,038
6035	Communications Center Coordinator	\$ 6,285	\$ 6,599	\$ 6,929	\$ 7,275	\$ 7,638
6090	Construction Inspector-Senior	\$ 6,609	\$ 6,939	\$ 7,286	\$ 7,650	\$ 8,033
6044	Crime Analyst	\$ 4,636	\$ 4,868	\$ 5,111	\$ 5,367	\$ 5,635
6063	Customer Service Manager	\$ 6,431	\$ 6,753	\$ 7,091	\$ 7,446	\$ 7,819
6215	Development Liaison	\$ 6,848	\$ 7,190	\$ 7,550	\$ 7,927	\$ 8,323
6220	Electrical/Instrumentation Supervisor	\$ 8,044	\$ 8,446	\$ 8,868	\$ 9,311	\$ 9,776
6120	Engineer - Associate Civil	\$ 8,010	\$ 8,410	\$ 8,831	\$ 9,273	\$ 9,737
6225	Environmental Compliance Coordinator	\$ 6,833	\$ 7,175	\$ 7,534	\$ 7,911	\$ 8,306
6042	Facilities Maintenance Supervisor	\$ 5,934	\$ 6,231	\$ 6,543	\$ 6,870	\$ 7,214
6050	Fleet Maintenance Supervisor	\$ 5,963	\$ 6,261	\$ 6,574	\$ 6,903	\$ 7,248
6064	Information Technology Analyst	\$ 7,044	\$ 7,396	\$ 7,766	\$ 8,154	\$ 8,561
6142	Senior Information Technology Analyst	\$ 7,748	\$ 8,135	\$ 8,542	\$ 8,969	\$ 9,417
6085	Laboratory Supervisor	\$ 6,957	\$ 7,305	\$ 7,670	\$ 8,053	\$ 8,455
6040	Maintenance Supervisor-Streets	\$ 5,934	\$ 6,231	\$ 6,543	\$ 6,870	\$ 7,214
6043	Parks Maintenance Supervisor	\$ 5,934	\$ 6,231	\$ 6,543	\$ 6,870	\$ 7,214
6061	Planner-Associate	\$ 6,522	\$ 6,848	\$ 7,190	\$ 7,550	\$ 7,927
6065	Plant Maintenance Supervisor	\$ 8,368	\$ 8,786	\$ 9,225	\$ 9,686	\$ 10,171
6030	Recreation Supervisor I	\$ 5,708	\$ 5,993	\$ 6,293	\$ 6,608	\$ 6,938
6045	Recreation Supervisor II	\$ 6,279	\$ 6,593	\$ 6,923	\$ 7,269	\$ 7,632
6046	Recreation Supervisor Iii	\$ 6,907	\$ 7,252	\$ 7,615	\$ 7,996	\$ 8,396
6210	Wastewater Collections Supervisor	\$ 6,715	\$ 7,051	\$ 7,404	\$ 7,774	\$ 8,163
6096	Wastewater Trt Facility Chief Operator	\$ 8,520	\$ 8,946	\$ 9,393	\$ 9,863	\$ 10,356
6111	Wastewater Trt Facility Supervisor	\$ 9,371	\$ 9,840	\$ 10,332	\$ 10,849	\$ 11,392
6041	Water Distribution Supervisor	\$ 7,615	\$ 7,996	\$ 8,396	\$ 8,816	\$ 9,257
6160	Water Treatment Facility Chief Operator	\$ 8,520	\$ 8,946	\$ 9,393	\$ 9,863	\$ 10,356
6110	Water Treatment Facility Supervisor	\$ 9,371	\$ 9,840	\$ 10,332	\$ 10,849	\$ 11,392

Appendix C – 9-Step Salary Schedule
Effective July 2, 2022
Employees Hired On Or After November 25, 2017

		SALARY STEPS								
JCN	Classification	1	2	3	4	5	6	7	8	9
6469	Accountant II	\$ 6,300	\$ 6,458	\$ 6,615	\$ 6,781	\$ 6,946	\$ 7,120	\$ 7,293	\$ 7,476	\$ 7,658
6460	Administrative Analyst II	\$ 6,649	\$ 6,815	\$ 6,981	\$ 7,156	\$ 7,330	\$ 7,514	\$ 7,697	\$ 7,889	\$ 8,082
6415	Animal Shelter Supervisor	\$ 4,967	\$ 5,091	\$ 5,215	\$ 5,346	\$ 5,476	\$ 5,613	\$ 5,750	\$ 5,894	\$ 6,038
6435	Communications Center Coordinator	\$ 6,285	\$ 6,442	\$ 6,599	\$ 6,764	\$ 6,929	\$ 7,102	\$ 7,275	\$ 7,457	\$ 7,638
6490	Construction Inspector-Senior	\$ 6,609	\$ 6,774	\$ 6,939	\$ 7,113	\$ 7,286	\$ 7,468	\$ 7,650	\$ 7,841	\$ 8,033
6444	Crime Analyst	\$ 4,636	\$ 4,752	\$ 4,868	\$ 4,990	\$ 5,111	\$ 5,239	\$ 5,367	\$ 5,501	\$ 5,635
6463	Customer Service Manager	\$ 6,431	\$ 6,592	\$ 6,753	\$ 6,922	\$ 7,091	\$ 7,269	\$ 7,446	\$ 7,632	\$ 7,819
6515	Development Liaison	\$ 6,848	\$ 7,019	\$ 7,190	\$ 7,370	\$ 7,550	\$ 7,739	\$ 7,927	\$ 8,125	\$ 8,323
6420	Electrical/Instrumentation Supervisor	\$ 8,044	\$ 8,245	\$ 8,446	\$ 8,657	\$ 8,868	\$ 9,090	\$ 9,311	\$ 9,544	\$ 9,776
6520	Engineer - Associate Civil	\$ 8,010	\$ 8,210	\$ 8,410	\$ 8,621	\$ 8,831	\$ 9,052	\$ 9,273	\$ 9,505	\$ 9,737
6425	Environmental Compliance Coordinator	\$ 6,833	\$ 7,004	\$ 7,175	\$ 7,355	\$ 7,534	\$ 7,723	\$ 7,911	\$ 8,109	\$ 8,306
6442	Facilities Maintenance Supervisor	\$ 5,934	\$ 6,083	\$ 6,231	\$ 6,387	\$ 6,543	\$ 6,707	\$ 6,870	\$ 7,042	\$ 7,214
6450	Fleet Maintenance Supervisor	\$ 5,963	\$ 6,112	\$ 6,261	\$ 6,418	\$ 6,574	\$ 6,739	\$ 6,903	\$ 7,075	\$ 7,248
6464	Information Technology Analyst	\$ 7,044	\$ 7,220	\$ 7,396	\$ 7,581	\$ 7,766	\$ 7,960	\$ 8,154	\$ 8,358	\$ 8,561
6542	Senior Information Technology Analyst	\$ 7,748	\$ 7,942	\$ 8,135	\$ 8,339	\$ 8,542	\$ 8,756	\$ 8,969	\$ 9,193	\$ 9,417
	Laboratory Supervisor	\$ 6,957	\$ 7,131	\$ 7,305	\$ 7,488	\$ 7,670	\$ 7,862	\$ 8,053	\$ 8,254	\$ 8,455
6440	Maintenance Supervisor-Streets	\$ 5,934	\$ 6,083	\$ 6,231	\$ 6,387	\$ 6,543	\$ 6,707	\$ 6,870	\$ 7,042	\$ 7,214
6443	Parks Maintenance Supervisor	\$ 5,934	\$ 6,083	\$ 6,231	\$ 6,387	\$ 6,543	\$ 6,707	\$ 6,870	\$ 7,042	\$ 7,214
6461	Planner-Associate	\$ 6,522	\$ 6,685	\$ 6,848	\$ 7,019	\$ 7,190	\$ 7,370	\$ 7,550	\$ 7,739	\$ 7,927
6465	Plant Maintenance Supervisor	\$ 8,368	\$ 8,577	\$ 8,786	\$ 9,006	\$ 9,225	\$ 9,456	\$ 9,686	\$ 9,928	\$ 10,171
6430	Recreation Supervisor I	\$ 5,708	\$ 5,851	\$ 5,993	\$ 6,143	\$ 6,293	\$ 6,451	\$ 6,608	\$ 6,773	\$ 6,938
6445	Recreation Supervisor II	\$ 6,279	\$ 6,436	\$ 6,593	\$ 6,758	\$ 6,923	\$ 7,096	\$ 7,269	\$ 7,451	\$ 7,632
6446	Recreation Supervisor III	\$ 6,907	\$ 7,080	\$ 7,252	\$ 7,434	\$ 7,615	\$ 7,806	\$ 7,996	\$ 8,196	\$ 8,396
6610	Wastewater Collections Supervisor	\$ 6,715	\$ 6,883	\$ 7,051	\$ 7,228	\$ 7,404	\$ 7,589	\$ 7,774	\$ 7,969	\$ 8,163
6496	Wastewater Trt Facility Chief Operator	\$ 8,520	\$ 8,733	\$ 8,946	\$ 9,170	\$ 9,393	\$ 9,628	\$ 9,863	\$ 10,109	\$ 10,356
6511	Wastewater Trt Facility Supervisor	\$ 9,371	\$ 9,606	\$ 9,840	\$ 10,086	\$ 10,332	\$ 10,591	\$ 10,849	\$ 11,120	\$ 11,392
6441	Water Distribution Supervisor	\$ 7,615	\$ 7,806	\$ 7,996	\$ 8,196	\$ 8,396	\$ 8,606	\$ 8,816	\$ 9,037	\$ 9,257
6560	Water Treatment Facility Chief Operator	\$ 8,520	\$ 8,733	\$ 8,946	\$ 9,170	\$ 9,393	\$ 9,628	\$ 9,863	\$ 10,109	\$ 10,356
6510	Water Treatment Facility Supervisor	\$ 9,371	\$ 9,606	\$ 9,840	\$ 10,086	\$ 10,332	\$ 10,591	\$ 10,849	\$ 11,120	\$ 11,392

ATTACHMENT 4

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

First Level Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6069	ACCOUNTANT II	FLM	6,300 36.35	6,615 38.16	6,946 40.07	7,293 42.08	7,658 44.18	Monthly Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	6,649 38.36	6,981 40.28	7,330 42.29	7,697 44.41	8,082 46.63	Monthly Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	4,967 28.66	5,215 30.09	5,476 31.59	5,750 33.17	6,038 34.83	Monthly Hourly
6035	COMMUNICATIONS CENTER COORDINATOR	FLM	6,285 36.26	6,599 38.07	6,929 39.98	7,275 41.97	7,638 44.07	Monthly Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,609 38.13	6,939 40.03	7,286 42.03	7,650 44.13	8,033 46.34	Monthly Hourly
6044	CRIME ANALYST	FLM	4,636 26.75	4,868 28.08	5,111 29.49	5,367 30.96	5,635 32.51	Monthly Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	6,431 37.10	6,753 38.96	7,091 40.91	7,446 42.96	7,819 45.11	Monthly Hourly
6215	DEVELOPMENT LIAISON	FLM	6,848 39.51	7,190 41.48	7,550 43.56	7,927 45.73	8,323 48.02	Monthly Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,044 46.41	8,446 48.73	8,868 51.16	9,311 53.72	9,776 56.40	Monthly Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	8,010 46.21	8,410 48.52	8,831 50.95	9,273 53.50	9,737 56.18	Monthly Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,833 39.42	7,175 41.39	7,534 43.47	7,911 45.64	8,306 47.92	Monthly Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	5,934 34.23	6,231 35.95	6,543 37.75	6,870 39.63	7,214 41.62	Monthly Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	5,963 34.40	6,261 36.12	6,574 37.93	6,903 39.83	7,248 41.82	Monthly Hourly
6064	INFORMATION TECHNOLOGY ANALYST	FLM	7,044 40.64	7,396 42.67	7,766 44.80	8,154 47.04	8,561 49.39	Monthly Hourly
6142	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,748 44.70	8,135 46.93	8,542 49.28	8,969 51.74	9,417 54.33	Monthly Hourly

First Level Management - Page 1

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

First Level Management

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6085	LABORATORY SUPERVISOR	FLM	6,957 40.14	7,305 42.14	7,670 44.25	8,053 46.46	8,455 48.78	Monthly Hourly
6040	MAINTENANCE SUPERVISOR-STREETS	FLM	5,934 34.23	6,231 35.95	6,543 37.75	6,870 39.63	7,214 41.62	Monthly Hourly
6043	PARKS MAINTENANCE SUPERVISOR	FLM	5,934 34.23	6,231 35.95	6,543 37.75	6,870 39.63	7,214 41.62	Monthly Hourly
6061	PLANNER-ASSOCIATE	FLM	6,522 37.63	6,848 39.51	7,190 41.48	7,550 43.56	7,927 45.73	Monthly Hourly
6065	PLANT MAINTENANCE SUPERVISOR	FLM	8,368 48.28	8,786 50.69	9,225 53.22	9,686 55.88	10,171 58.68	Monthly Hourly
6030*	RECREATION SUPERVISOR I	FLM	5,708 32.93	5,993 34.58	6,293 36.31	6,608 38.12	6,938 40.03	Monthly Hourly
6045*	RECREATION SUPERVISOR II	FLM	6,279 36.23	6,593 38.04	6,923 39.94	7,269 41.94	7,632 44.03	Monthly Hourly
6046*	RECREATION SUPERVISOR III	FLM	6,907 39.85	7,252 41.84	7,615 43.93	7,996 46.13	8,396 48.44	Monthly Hourly
6210	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,715 38.74	7,051 40.68	7,404 42.72	7,774 44.85	8,163 47.09	Monthly Hourly
6096	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,520 49.15	8,946 51.61	9,393 54.19	9,863 56.90	10,356 59.75	Monthly Hourly
6111	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,371 54.06	9,840 56.77	10,332 59.61	10,849 62.59	11,392 65.72	Monthly Hourly
6041	WATER DISTRIBUTION SUPERVISOR	FLM	7,615 43.93	7,996 46.13	8,396 48.44	8,816 50.86	9,257 53.41	Monthly Hourly
6160	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,520 49.15	8,946 51.61	9,393 54.19	9,863 56.90	10,356 59.75	Monthly Hourly
6110	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,371 54.06	9,840 56.77	10,332 59.61	10,849 62.59	11,392 65.72	Monthly Hourly

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

First Level Management

Pensionable Compensation for New Members (PEPRA)

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

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

Education Pay:

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

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

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

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

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

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

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

First Level Management			EFFECTIVE 11/25/17 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6469	ACCOUNTANT II	FLM	6,300 36.35	6,458 37.26	6,615 38.16	6,781 39.12	6,946 40.07	7,120 41.08	7,293 42.08	7,476 43.13	7,658 44.18	Monthly Hourly
6460	ADMINISTRATIVE ANALYST II	FLM	6,649 38.36	6,815 39.32	6,981 40.28	7,156 41.28	7,330 42.29	7,514 43.35	7,697 44.41	7,889 45.51	8,082 46.63	Monthly Hourly
6415	ANIMAL SHELTER SUPERVISOR	FLM	4,967 28.66	5,091 29.37	5,215 30.09	5,346 30.84	5,476 31.59	5,613 32.38	5,750 33.17	5,894 34.00	6,038 34.83	Monthly Hourly
6435	COMMUNICATIONS CENTER COORDINATOR	FLM	6,285 36.26	6,442 37.17	6,599 38.07	6,764 39.02	6,929 39.98	7,102 40.97	7,275 41.97	7,457 43.02	7,638 44.07	Monthly Hourly
6490	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,609 38.13	6,774 39.08	6,939 40.03	7,113 41.04	7,286 42.03	7,468 43.08	7,650 44.13	7,841 45.24	8,033 46.34	Monthly Hourly
6444	CRIME ANALYST	FLM	4,636 26.75	4,752 27.42	4,868 28.08	4,990 28.79	5,111 29.49	5,239 30.23	5,367 30.96	5,501 31.74	5,635 32.51	Monthly Hourly
6463	CUSTOMER SERVICE MANAGER	FLM	6,431 37.10	6,592 38.03	6,753 38.96	6,922 39.93	7,091 40.91	7,269 41.94	7,446 42.96	7,632 44.03	7,819 45.11	Monthly Hourly
6515	DEVELOPMENT LIAISON	FLM	6,848 39.51	7,019 40.49	7,190 41.48	7,370 42.52	7,550 43.56	7,739 44.65	7,927 45.73	8,125 46.88	8,323 48.02	Monthly Hourly
6420	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,044 46.41	8,245 47.57	8,446 48.73	8,657 49.94	8,868 51.16	9,090 52.44	9,311 53.72	9,544 55.06	9,776 56.40	Monthly Hourly
6520	ENGINEER - ASSOCIATE CIVIL	FLM	8,010 46.21	8,210 47.37	8,410 48.52	8,621 49.74	8,831 50.95	9,052 52.22	9,273 53.50	9,505 54.84	9,737 56.18	Monthly Hourly
6425	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,833 39.42	7,004 40.41	7,175 41.39	7,355 42.43	7,534 43.47	7,723 44.56	7,911 45.64	8,109 46.78	8,306 47.92	Monthly Hourly
6442	FACILITIES MAINTENANCE SUPERVISOR	FLM	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 39.63	7,042 40.63	7,214 41.62	Monthly Hourly
6450	FLEET MAINTENANCE SUPERVISOR	FLM	5,963 34.40	6,112 35.26	6,261 36.12	6,418 37.03	6,574 37.93	6,739 38.88	6,903 39.83	7,075 40.82	7,248 41.82	Monthly Hourly
6464*	INFORMATION TECHNOLOGY ANALYST	FLM	7,044 40.64	7,220 41.65	7,396 42.67	7,581 43.74	7,766 44.80	7,960 45.92	8,154 47.04	8,358 48.22	8,561 49.39	Monthly Hourly

First Level Management (9 Step) - Page 1

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

First Level Management			EFFECTIVE 11/25/17 - NEW HIRES ONLY									
JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
6542	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,748 44.70	7,942 45.82	8,135 46.93	8,339 48.11	8,542 49.28	8,756 50.52	8,969 51.74	9,193 53.04	9,417 54.33	Monthly Hourly
6485	LABORATORY SUPERVISOR	FLM	6,957 40.14	7,131 41.14	7,305 42.14	7,488 43.20	7,670 44.25	7,862 45.36	8,053 46.46	8,254 47.62	8,455 48.78	Monthly Hourly
6440	MAINTENANCE SUPERVISOR-STREETS	FLM	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 39.63	7,042 40.63	7,214 41.62	Monthly Hourly
6443	PARKS MAINTENANCE SUPERVISOR	FLM	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 39.63	7,042 40.63	7,214 41.62	Monthly Hourly
6461	PLANNER-ASSOCIATE	FLM	6,522 37.63	6,685 38.57	6,848 39.51	7,019 40.49	7,190 41.48	7,370 42.52	7,550 43.56	7,739 44.65	7,927 45.73	Monthly Hourly
6465	PLANT MAINTENANCE SUPERVISOR	FLM	8,368 48.28	8,577 49.48	8,786 50.69	9,006 51.96	9,225 53.22	9,456 54.55	9,686 55.88	9,928 57.28	10,171 58.68	Monthly Hourly
6430	RECREATION SUPERVISOR I	FLM	5,708 32.93	5,851 33.76	5,993 34.58	6,143 35.44	6,293 36.31	6,451 37.22	6,608 38.12	6,773 39.08	6,938 40.03	Monthly Hourly
6445	RECREATION SUPERVISOR II	FLM	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	7,451 42.99	7,632 44.03	Monthly Hourly
6446	RECREATION SUPERVISOR III	FLM	6,907 39.85	7,080 40.85	7,252 41.84	7,434 42.89	7,615 43.93	7,806 45.03	7,996 46.13	8,196 47.28	8,396 48.44	Monthly Hourly
6610	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,715 38.74	6,883 39.71	7,051 40.68	7,228 41.70	7,404 42.72	7,589 43.78	7,774 44.85	7,969 45.98	8,163 47.09	Monthly Hourly
6496	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,520 49.15	8,733 50.38	8,946 51.61	9,170 52.90	9,393 54.19	9,628 55.55	9,863 56.90	10,109 58.32	10,356 59.75	Monthly Hourly
6511	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,371 54.06	9,606 55.42	9,840 56.77	10,086 58.19	10,332 59.61	10,591 61.10	10,849 62.59	11,120 64.15	11,392 65.72	Monthly Hourly
6441	WATER DISTRIBUTION SUPERVISOR	FLM	7,615 43.93	7,806 45.03	7,996 46.13	8,196 47.28	8,396 48.44	8,606 49.65	8,816 50.86	9,037 52.14	9,257 53.41	Monthly Hourly
6560	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,520 49.15	8,733 50.38	8,946 51.61	9,170 52.90	9,393 54.19	9,628 55.55	9,863 56.90	10,109 58.32	10,356 59.75	Monthly Hourly
6510	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,371 54.06	9,606 55.42	9,840 56.77	10,086 58.19	10,332 59.61	10,591 61.10	10,849 62.59	11,120 64.15	11,392 65.72	Monthly Hourly

First Level Management (9 Step) - Page 2

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

First Level Management

Pensionable Compensation for New Members (PEPRA)

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

Education Pay:

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

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

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

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

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

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Public Employees Union, Local 1 Side Letters

Recommendation: A. Adopt a Resolution approving a side letters with the Public Employees Union, Local 1

B. Approve supplemental appropriations as required to the impacted divisions in the five funds: General, Water, Wastewater, SASA, and Vehicle Maintenance

C. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$311,100

Fiscal Impact: An increase in cost of \$769,800 for FY 22/23.

Purpose:

To approve the Public Employees' Union, Local 1 (Local 1) side letters for salary increases, equity adjustments, and classification deletions.

Council's Strategic Goal:

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

Background:

Local 1's Memorandum of Understanding (MOU) term is July 1, 2022 through June 30, 2023. The MOU includes a wage reopener that agreed to discuss the City's financial position no later than the end of April 2022. Local 1 and the City negotiations team met to discuss the wage reopener and have come to an agreement on a side letter that addresses salary increases, equity adjustments, as well as classification deletions.

Analysis:

Local 1 has agreed to side letters:

1. Includes a 5% cost of living increase effective the first full pay period in July 2022;
2. Effective July 2, 2022, the below classifications will receive equity adjustments as follows:

Classification	Equity Adjustment
Accountant I	16.00%

Account Clerk Intermediate	7.75%
Account Clerk- Senior	2.77%
Administrative Analyst I	29.02%
Administrative Assistant	12.92%
Administrative Clerk I	19.50%
Administrative Clerk II	19.50%
Administrative Clerk III	13.96%
Animal Services Officer I	26.25%
Animal Services Officer II	26.25%
Building Inspector I	1.25%
Building Inspector II	1.25%
Building Maintenance Worker I	19.25%
Building Maintenance Worker II	19.25%
Code Enforcement Officer	11.00%
Community Development Technician I	18.75%
Community Development Technician II	18.75%
Construction Inspector	25.00%
Custodian I	25.46%
Custodian II	19.53%
Customer Services Representative I	14.00%
Customer Services Representative II	14.00%
Customer Services Rep - Senior	9.29%
Electrical Technician I	16.27%
Electrical Technician II	11.00%
Electrical Technician III	5.95%
Engineer - Assistant	7.75%
Engineering Technician I	24.50%
Engineering Technician II	24.50%
Engineering Technician III	24.50%
Field Customer Services Rep I	11.45%
Field Customer Services Rep II	11.92%
Information Systems Technician I	12.00%
Information Systems Technician II	12.00%
Instrumentation Technician I	16.25%
Instrumentation Technician II	11.00%
Instrumentation Technician III	4.53%
Kennel Attendant I	32.27%
Kennel Attendant II	30.90%
Laboratory Analyst I	22.67%
Laboratory Analyst II	22.66%
Laboratory Assistant	28.22%
Mechanic	4.82%
Park Maintenance Worker I	22.07%
Park Maintenance Worker II	22.50%
Park Maintenance Worker III	16.98%
Planner - Assistant	16.68%
Plans Examiner	29.50%
Plant Maintenance Mechanic	13.39%
Plant Maintenance Mechanic Senior	8.25%

Public Works Maintenance Worker I	22.07%
Public Works Maintenance Worker II	22.50%
Public Works Maintenance Worker III	16.59%
Recreation Coordinator	44.75%
Registered Veterinary Tech	34.19%
Utilities Treatment Plant Maintenance Worker I	22.07%
Utilities Treatment Plant Maintenance Worker II	22.50%
Wastewater Collections Maintenance Worker I	34.08%
Wastewater Collections Maintenance Worker II	2.25%
Wastewater Treatment Facility Operator Trainee	24.36%
Wastewater Treatment Facility Operator II	18.75%
Wastewater Treatment Facility Operator III	13.37%
Water Distribution Operator I	4.76%
Water Treatment Plant Operator Trainee	30.25%
Water Treatment Plant Operator II	24.36%
Water Treatment Plant Operator III	18.75%
Water Treatment Plant Operator IV	13.37%

4. Side letter to delete the Arborist-Senior, Engineering Technician GIS, Kennel Care Technician - Lead, Public Works Maintenance Worker - Senior, Sweeper Operator, Parks Maintenance Worker I(a), Account Clerk, Accounting Technician, Administrative Technician, Facility Aide, Housing Programs Analyst I, and Laboratory Receptionist classifications from the unit represented by Union on Appendix A to the MOU; and to update the title of the Engineer-Assistant Civil classification to Engineer-Assistant.

5. Side letter for employees who are employed in the classification Park Maintenance Worker 1(a) will be moved to the Park Maintenance Worker I classification. An employee in the Park Maintenance Worker I classification may not advance past Step 1 unless the employee has both passed probation and obtained a California Class B Driver's license.

Attachments:

1. Summary - Local 1 7-5-2022
2. 7-5-22 Local 1 Side Letter Resolution - v2
3. 7-5-2022 Salary Increases Equity Increase Side Letter
4. 2022 Classification List side letter
5. 2022 Park Maintenance Worker I a side letter
6. 07-02-2022 Salary Schedule - Local 1 (revised 7.1.22)

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Local 1 - July 5, 2022 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2022-23			
Salary increase - 5.0% COLA	\$ 769,800		769,800
Select equity adjustments per the MOU to market			
Total Cost	<u>\$ 769,800</u>	<u>\$ -</u>	<u>\$ 769,800</u>
<i>General Fund</i>	<i>\$ 311,100</i>	<i>\$</i>	<i>311,100</i>
<i>Water</i>	<i>\$ 153,500</i>	<i>\$</i>	<i>153,500</i>
<i>Wastewater</i>	<i>\$ 240,500</i>	<i>\$</i>	<i>240,500</i>
<i>SASA</i>	<i>\$ 56,500</i>	<i>\$</i>	<i>56,500</i>
<i>VMF</i>	<i>\$ 8,200</i>	<i>\$</i>	<i>8,200</i>

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE
PUBLIC EMPLOYEES' UNION LOCAL 1 SIDE LETTERS AMENDING THE COMPENSATION
AND OTHER TERMS AND CONDITIONS FOR THE LOCAL 1 UNIT EMPLOYEES**

WHEREAS, the City recognizes the Public Employees' Union, Local 1 (Local 1) commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the Local 1 Memorandum of Understanding has a wage reopener article;

WHEREAS, in response to the wage reopener, City staff and Local 1 have negotiated a Side Letters for a cost of living increase, equity adjustments and classification deletions;

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

Local 1 has agreed to side letters amending the current MOU as follows:

1. Includes a 5% cost of living increase effective the first full pay period in July 2022;
2. Effective July 2, 2022, the below classifications will receive equity adjustments as follows:

Classification	Equity Adjustment
Accountant 16.00%	I
Account Clerk Intermediate	7.75%
Account Clerk- Senior	2.77%
Administrative 29.02%	Analyst I

Administrative Assistant	12.92%
Administrative Clerk I	19.50%
Administrative Clerk II	19.50%
Administrative Clerk III	13.96%
Animal Services Officer I	26.25%
Animal Services Officer II	26.25%
Building Inspector I	1.25%
Building Inspector II	1.25%
Building Maintenance Worker I	19.25%
Building Maintenance Worker II	19.25%
Code Enforcement Officer	11.00%
Community Development Technician I	18.75%
Community Development Technician II	18.75%
Construction Inspector	25.00%
Custodian I	25.46%
Custodian II	19.53%
Customer Services Representative I	14.00%
Customer Services Representative II	14.00%
Customer Services Rep – Senior	9.29%
Electrical Technician I	16.27%
Electrical Technician II	11.00%
Electrical Technician III	5.95%
Engineer – Assistant	7.75%
Engineering Technician I	24.50%
Engineering Technician II	24.50%
Engineering Technician III	24.50%
Field Customer Services Rep I	11.45%
Field Customer Services Rep II	11.92%
Information Systems Technician I	12.00%
Information Systems Technician II	12.00%
Instrumentation Technician I	16.25%
Instrumentation Technician II	11.00%
Instrumentation Technician III	4.53%
Kennel Attendant I	32.27%
Kennel Attendant II	30.90%
Laboratory Analyst I	22.67%
Laboratory Analyst II	22.66%
Laboratory Assistant	28.22%
Mechanic	4.82%
Park Maintenance Worker I	22.07%
Park Maintenance Worker II	22.50%
Park Maintenance Worker III	16.98%
Planner – Assistant	16.68%
Plans Examiner	29.50%
Plant Maintenance Mechanic	13.39%
Plant Maintenance Mechanic Senior	8.25%

Public Works Maintenance Worker I	22.07%
Public Works Maintenance Worker II	22.50%
Public Works Maintenance Worker III	16.59%
Recreation Coordinator	44.75%
Registered Veterinary Tech	34.19%
Utilities Treatment Plant Maintenance Worker I	22.07%
Utilities Treatment Plant Maintenance Worker II	22.50%
Wastewater Collections Maintenance Worker I	34.08%
Wastewater Collections Maintenance Worker II	2.25%
Wastewater Treatment Facility Operator Trainee	24.36%
Wastewater Treatment Facility Operator II	18.75%
Wastewater Treatment Facility Operator III	13.37%
Water Distribution Operator I	4.76%
Water Treatment Plant Operator Trainee	30.25%
Water Treatment Plant Operator II	24.36%
Water Treatment Plant Operator III	18.75%
Water Treatment Plant Operator IV	13.37%

4. Side letter to delete the Arborist-Senior, Engineering Technician GIS, Kennel Care Technician – Lead, Public Works Maintenance Worker – Senior, Sweeper Operator, Parks Maintenance Worker I(a), Account Clerk, Accounting Technician, Administrative Technician, Facility Aide, Housing Programs Analyst I, and Laboratory Receptionist classifications from the unit represented by Union on Appendix A to the MOU; and to update the title of the Engineer-Assistant Civil classification to Engineer-Assistant.

5. Side letter for employees who are employed in the classification Park Maintenance Worker 1(a) will be moved to the Park Maintenance Worker I classification. An employee in the Park Maintenance Worker I classification may not advance past Step 1 unless the employee has both passed probation and obtained a California Class B Driver's license.

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the Side Letter's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 5th day of July 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 3

Yuba City and Local 1
Side Letter of Agreement to the
2021-2023 MOU

The City of Yuba City ("City") and Public Employees' Local 1 have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU"), including applicable side letters, with a current term of July 1, 2020, through June 30, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

The Parties have agreed to replace Article 4 of the MOU as follows:

Article 4 – Wages

1. Salary Schedule

Employees hired before June 5, 2018, shall be on the five (5) step salary schedule. Employees hired after June 4, 2018, shall be on the nine (9) step salary schedule. The salary schedules are attached as Appendix "B" Salary Schedule.

2. Merit Increases

The following language replaces the Rules §1.11, B, Merit Salary Increases:

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

3. Salary Increases

Effective the first full pay period in July 2022, all classifications shall receive a cost of living increase of five percent (5.0%) salary increase.

Effective July 2, 2022, the below classifications will receive equity adjustments as follows:

Classification	Equity Adjustment
Accountant I	16.00%
Account Clerk Intermediate	7.75%
Account Clerk – Senior	2.77%
Administrative Analyst I	29.02%

Administrative Assistant	12.92%
Administrative Clerk I	19.50%
Administrative Clerk II	19.50%
Administrative Clerk III	13.96%
Animal Services Officer I	26.25%
Animal Services Officer II	26.25%
Building Inspector I	1.25%
Building Inspector II	1.25%
Building Maintenance Worker I	19.25%
Building Maintenance Worker II	19.25%
Code Enforcement Officer	11.00%
Community Development Technician I	18.75%
Community Development Technician II	18.75%
Construction Inspector	25.00%
Custodian I	25.46%
Custodian II	19.53%
Customer Services Representative I	14.00%
Customer Services Representative II	14.00%
Customer Services Rep – Senior	9.29%
Electrical Technician I	16.27%
Electrical Technician II	11.00%
Electrical Technician III	5.95%
Engineer – Assistant	7.75%
Engineering Technician I	24.50%
Engineering Technician II	24.50%
Engineering Technician III	24.50%
Field Customer Services Rep I	11.45%
Field Customer Services Rep II	11.92%
Information Systems Technician I	12.00%
Information Systems Technician II	12.00%
Instrumentation Technician I	16.25%
Instrumentation Technician II	11.00%
Instrumentation Technician III	4.53%
Kennel Attendant I	32.27%
Kennel Attendant II	30.90%
Laboratory Analyst I	22.67%
Laboratory Analyst II	22.66%
Laboratory Assistant	28.22%
Mechanic	4.82%
Park Maintenance Worker I	22.07%
Park Maintenance Worker II	22.50%
Park Maintenance Worker III	16.98%
Planner – Assistant	16.68%
Plans Examiner	29.50%
Plant Maintenance Mechanic	13.39%
Plant Maintenance Mechanic Senior	8.25%

Public Works Maintenance Worker I	22.07%
Public Works Maintenance Worker II	22.50%
Public Works Maintenance Worker III	16.59%
Recreation Coordinator	44.75%
Registered Veterinary Tech	34.19%
Utilities Treatment Plant Maintenance Worker I	22.07%
Utilities Treatment Plant Maintenance Worker II	22.50%
Wastewater Collections Maintenance Worker I	34.08%
Wastewater Collections Maintenance Worker II	2.25%
Wastewater Treatment Facility Operator Trainee	24.36%
Wastewater Treatment Facility Operator II	18.75%
Wastewater Treatment Facility Operator III	13.37%
Water Distribution Operator I	4.76%
Water Treatment Plant Operator Trainee	30.25%
Water Treatment Plant Operator II	24.36%
Water Treatment Plant Operator III	18.75%
Water Treatment Plant Operator IV	13.37%

5-Step Salary Schedule

Effective July 2, 2022

Public Employees Union, Local #1 - Employees Hired Prior To June 9, 2018

JCN	Classification	Salary Steps				
		1	2	3	4	5
4101	Accountant I	\$5,552	\$5,830	\$6,122	\$6,428	\$6,749
4100	Account Clerk-Intermediate	\$3,860	\$4,053	\$4,256	\$4,469	\$4,693
4162	Account Clerk-Senior	\$4,247	\$4,459	\$4,682	\$4,916	\$5,162
4244	Administrative Analyst I	\$5,781	\$6,070	\$6,374	\$6,693	\$7,028
4020	Administrative Assistant	\$4,487	\$4,711	\$4,947	\$5,194	\$5,454
4040	Administrative Clerk I	\$3,237	\$3,399	\$3,569	\$3,747	\$3,934
4060	Administrative Clerk II	\$3,561	\$3,739	\$3,926	\$4,122	\$4,328
4085	Administrative Clerk III	\$3,916	\$4,112	\$4,318	\$4,534	\$4,761
4090	Animal Services Officer I	\$3,940	\$4,137	\$4,344	\$4,561	\$4,789
4095	Animal Services Officer II	\$4,319	\$4,535	\$4,762	\$5,000	\$5,250
4270	Building Inspector I	\$5,196	\$5,456	\$5,729	\$6,015	\$6,316
4292	Building Inspector II	\$5,974	\$6,273	\$6,587	\$6,916	\$7,262
4062	Building Maintenance Worker I	\$4,211	\$4,422	\$4,643	\$4,875	\$5,119
4121	Building Maintenance Worker II	\$4,604	\$4,834	\$5,076	\$5,330	\$5,596
4285	Code Enforcement Officer	\$5,310	\$5,576	\$5,855	\$6,148	\$6,455
4115	Community Development Tech I	\$4,385	\$4,604	\$4,834	\$5,076	\$5,330
4144	Community Development Tech II	\$4,822	\$5,063	\$5,316	\$5,582	\$5,861
4243	Construction Inspector	\$5,746	\$6,033	\$6,335	\$6,652	\$6,985
4050	Custodian I	\$3,480	\$3,654	\$3,837	\$4,029	\$4,231
4082	Custodian II	\$3,829	\$4,020	\$4,221	\$4,432	\$4,654
4030	Customer Services Rep I	\$3,461	\$3,634	\$3,816	\$4,007	\$4,208
4070	Customer Services Rep II	\$3,793	\$3,983	\$4,182	\$4,391	\$4,610
4161	Customer Services Rep Senior	\$4,172	\$4,381	\$4,600	\$4,830	\$5,071
4170	Electrical Technician I	\$5,780	\$6,069	\$6,372	\$6,691	\$7,025
4265	Electrical Technician II	\$6,358	\$6,676	\$7,010	\$7,360	\$7,728
4280	Electrical Technician III	\$6,993	\$7,343	\$7,710	\$8,096	\$8,501
4300	Engineer - Assistant	\$6,333	\$6,650	\$6,982	\$7,331	\$7,697
4215	Engineering Technician I	\$4,925	\$5,171	\$5,430	\$5,702	\$5,987
4250	Engineering Technician II	\$5,324	\$5,590	\$5,870	\$6,164	\$6,472
4295	Engineering Technician III	\$6,132	\$6,439	\$6,761	\$7,099	\$7,454
4590	Environmental Compliance Inspector	\$5,698	\$5,983	\$6,282	\$6,596	\$6,926
4036	Field Customer Service Rep I	\$3,448	\$3,620	\$3,801	\$3,991	\$4,191
4083	Field Customer Service Rep II	\$3,793	\$3,983	\$4,182	\$4,391	\$4,610
4246	Information Systems Technician I	\$5,381	\$5,650	\$5,932	\$6,229	\$6,540
4260	Information Systems Technician II	\$5,920	\$6,216	\$6,527	\$6,853	\$7,196
4281	Instrumentation Technician I	\$5,780	\$6,069	\$6,372	\$6,691	\$7,025
4282	Instrumentation Technician II	\$6,358	\$6,676	\$7,010	\$7,360	\$7,728
4283	Instrumentation Technician III	\$6,993	\$7,343	\$7,710	\$8,096	\$8,501
4110	Kennel Attendant I	\$3,570	\$3,748	\$3,935	\$4,132	\$4,339
4111	Kennel Attendant II	\$3,927	\$4,123	\$4,329	\$4,545	\$4,773
4530	Laboratory Analyst I	\$5,498	\$5,773	\$6,062	\$6,365	\$6,684
4581	Laboratory Analyst II	\$6,049	\$6,351	\$6,669	\$7,002	\$7,352
4064	Laboratory Assistant	\$4,781	\$5,020	\$5,271	\$5,535	\$5,812
4220	Mechanic	\$4,691	\$4,926	\$5,172	\$5,431	\$5,703
4225	Mechanic-Lead	\$5,161	\$5,419	\$5,690	\$5,974	\$6,273
4063	Park Maintenance Worker I	\$3,854	\$4,047	\$4,249	\$4,461	\$4,684
4122	Park Maintenance Worker II	\$4,238	\$4,450	\$4,673	\$4,907	\$5,152
4200	Park Maintenance Worker III	\$4,662	\$4,895	\$5,140	\$5,397	\$5,667
4245	Planner-Assistant	\$5,670	\$5,954	\$6,252	\$6,565	\$6,893
4255	Plans Examiner	\$6,303	\$6,618	\$6,949	\$7,296	\$7,661
4140	Plant Maintenance Mechanic	\$5,588	\$5,867	\$6,160	\$6,468	\$6,791
4221	Plant Maintenance Mechanic -Senior	\$6,145	\$6,452	\$6,775	\$7,114	\$7,470
4061	Public Works Maintenance Worker I	\$3,854	\$4,047	\$4,249	\$4,461	\$4,684

4120	Public Works Maintenance Worker II	\$4,238	\$4,450	\$4,673	\$4,907	\$5,152
4150	Public Works Maintenance Worker III	\$4,662	\$4,895	\$5,140	\$5,397	\$5,667
4080	Recreation Coordinator	\$4,227	\$4,438	\$4,660	\$4,893	\$5,138
4117	Registered Veterinary Tech	\$4,319	\$4,535	\$4,762	\$5,000	\$5,250
4058	Utilities Treatment Plant Maintenance Worker I	\$3,854	\$4,047	\$4,249	\$4,461	\$4,684
4118	Utilities Treatment Plant Maintenance Worker II	\$4,238	\$4,450	\$4,673	\$4,907	\$5,152
4236	Wastewater Collections Maintenance Worker I	\$4,218	\$4,429	\$4,650	\$4,883	\$5,127
4237	Wastewater Collections Maintenance Worker II	\$5,061	\$5,314	\$5,580	\$5,859	\$6,152
4238	Wastewater Collections Maintenance Worker III	\$5,698	\$5,983	\$6,282	\$6,596	\$6,926
4166	Wastewater Treatment Facility Op. Trainee/I	\$6,123	\$6,429	\$6,750	\$7,087	\$7,442
4235	Wastewater Treatment Facility Op. II	\$6,735	\$7,072	\$7,426	\$7,797	\$8,186
4293	Wastewater Treatment Facility Op. III	\$7,409	\$7,779	\$8,168	\$8,576	\$9,005
4284	Water Distribution Operator I	\$5,077	\$5,331	\$5,598	\$5,878	\$6,172
4286	Water Distribution Operator II	\$5,586	\$5,865	\$6,158	\$6,466	\$6,789
4287	Water Distribution Operator III	\$6,424	\$6,745	\$7,082	\$7,436	\$7,807
4131	Water Treatment Plant Operator Trainee	\$5,566	\$5,844	\$6,136	\$6,443	\$6,765
4180	Water Treatment Plant Operator II	\$6,123	\$6,429	\$6,750	\$7,087	\$7,442
4230	Water Treatment Plant Operator III	\$6,734	\$7,071	\$7,425	\$7,796	\$8,186
4291	Water Treatment Plant Operator IV	\$7,409	\$7,779	\$8,168	\$8,576	\$9,005

9-Step Salary Schedule

Effective July 2, 2022

Public Employees Union, Local 1 – Employees Hired on or After June 9, 2018

JCN	Classification	1	2	3	4	5	6	7	8	9
5101	Accountant I	\$5,552	\$5,691	\$5,830	\$5,976	\$6,122	\$6,275	\$6,428	\$6,589	\$6,749
5100	Account Clerk-Intermediate	\$3,860	\$3,957	\$4,053	\$4,155	\$4,256	\$4,363	\$4,469	\$4,581	\$4,693
5162	Account Clerk-Senior	\$4,247	\$4,353	\$4,459	\$4,571	\$4,682	\$4,799	\$4,916	\$5,039	\$5,162
5244	Administrative Analyst I	\$5,781	\$5,926	\$6,070	\$6,222	\$6,374	\$6,534	\$6,693	\$6,860	\$7,028
5020	Administrative Assistant	\$4,487	\$4,599	\$4,711	\$4,829	\$4,947	\$5,071	\$5,194	\$5,324	\$5,454
5040	Administrative Clerk I	\$3,237	\$3,318	\$3,399	\$3,484	\$3,569	\$3,658	\$3,747	\$3,841	\$3,934
5060	Administrative Clerk II	\$3,561	\$3,650	\$3,739	\$3,833	\$3,926	\$4,024	\$4,122	\$4,225	\$4,328
5085	Administrative Clerk III	\$3,916	\$4,014	\$4,112	\$4,215	\$4,318	\$4,426	\$4,534	\$4,647	\$4,761
5090	Animal Services Officer I	\$3,940	\$4,039	\$4,137	\$4,241	\$4,344	\$4,453	\$4,561	\$4,675	\$4,789
5095	Animal Services Officer II	\$4,319	\$4,427	\$4,535	\$4,649	\$4,762	\$4,881	\$5,000	\$5,125	\$5,250
5270	Building Inspector I	\$5,196	\$5,326	\$5,456	\$5,593	\$5,729	\$5,872	\$6,015	\$6,165	\$6,316
5292	Building Inspector II	\$5,974	\$6,124	\$6,273	\$6,430	\$6,587	\$6,752	\$6,916	\$7,089	\$7,262
5062	Building Maintenance Worker I	\$4,211	\$4,317	\$4,422	\$4,533	\$4,643	\$4,759	\$4,875	\$4,997	\$5,119
5121	Building Maintenance Worker II	\$4,604	\$4,719	\$4,834	\$4,955	\$5,076	\$5,203	\$5,330	\$5,463	\$5,596
5285	Code Enforcement Officer	\$5,310	\$5,443	\$5,576	\$5,716	\$5,855	\$6,002	\$6,148	\$6,302	\$6,455
5115	Community Development Tech I	\$4,385	\$4,495	\$4,604	\$4,719	\$4,834	\$4,955	\$5,076	\$5,203	\$5,330
5144	Community Development Tech II	\$4,822	\$4,943	\$5,063	\$5,190	\$5,316	\$5,449	\$5,582	\$5,721	\$5,861
5243	Construction Inspector	\$5,746	\$5,890	\$6,033	\$6,184	\$6,335	\$6,494	\$6,652	\$6,818	\$6,985
5050	Custodian I	\$3,480	\$3,567	\$3,654	\$3,746	\$3,837	\$3,933	\$4,029	\$4,130	\$4,231
5082	Custodian II	\$3,829	\$3,925	\$4,020	\$4,121	\$4,221	\$4,327	\$4,432	\$4,543	\$4,654
5030	Customer Services Rep I	\$3,461	\$3,548	\$3,634	\$3,725	\$3,816	\$3,912	\$4,007	\$4,107	\$4,208
5070	Customer Services Rep II	\$3,793	\$3,888	\$3,983	\$4,083	\$4,182	\$4,287	\$4,391	\$4,501	\$4,610
5161	Customer Services Rep.-Senior	\$4,172	\$4,277	\$4,381	\$4,491	\$4,600	\$4,715	\$4,830	\$4,951	\$5,071
5170	Electrical Technician I	\$5,780	\$5,925	\$6,069	\$6,221	\$6,372	\$6,532	\$6,691	\$6,858	\$7,025
5265	Electrical Technician II	\$6,358	\$6,517	\$6,676	\$6,843	\$7,010	\$7,185	\$7,360	\$7,544	\$7,728
5280	Electrical Technician III	\$6,993	\$7,168	\$7,343	\$7,527	\$7,710	\$7,903	\$8,096	\$8,298	\$8,501
5300	Engineer - Assistant	\$6,333	\$6,492	\$6,650	\$6,816	\$6,982	\$7,157	\$7,331	\$7,514	\$7,697
5215	Engineering Technician I	\$4,925	\$5,048	\$5,171	\$5,301	\$5,430	\$5,566	\$5,702	\$5,844	\$5,987
5250	Engineering Technician II	\$5,324	\$5,457	\$5,590	\$5,730	\$5,870	\$6,017	\$6,164	\$6,318	\$6,472
5295	Engineering Technician III	\$6,132	\$6,286	\$6,439	\$6,600	\$6,761	\$6,930	\$7,099	\$7,277	\$7,454
5590	Environmental Compliance Inspector	\$5,698	\$5,841	\$5,983	\$6,133	\$6,282	\$6,439	\$6,596	\$6,761	\$6,926
5036	Field Customer Service Rep I	\$3,448	\$3,534	\$3,620	\$3,711	\$3,801	\$3,896	\$3,991	\$4,091	\$4,191
5083	Field Customer Service Rep II	\$3,793	\$3,888	\$3,983	\$4,083	\$4,182	\$4,287	\$4,391	\$4,501	\$4,610
5246	Information Systems Technician	\$5,381	\$5,516	\$5,650	\$5,791	\$5,932	\$6,081	\$6,229	\$6,385	\$6,540
5260	Information Systems Technician II	\$5,920	\$6,068	\$6,216	\$6,372	\$6,527	\$6,690	\$6,853	\$7,024	\$7,196
5281	Instrumentation Technician I	\$5,780	\$5,925	\$6,069	\$6,221	\$6,372	\$6,532	\$6,691	\$6,858	\$7,025
5282	Instrumentation Technician II	\$6,358	\$6,517	\$6,676	\$6,843	\$7,010	\$7,185	\$7,360	\$7,544	\$7,728
5283	Instrumentation Technician III	\$6,993	\$7,168	\$7,343	\$7,527	\$7,710	\$7,903	\$8,096	\$8,298	\$8,501
5110	Kennel Attendant I	\$3,570	\$3,659	\$3,748	\$3,842	\$3,935	\$4,034	\$4,132	\$4,236	\$4,339
5111	Kennel Attendant II	\$3,927	\$4,025	\$4,123	\$4,226	\$4,329	\$4,437	\$4,545	\$4,659	\$4,773
5530	Laboratory Analyst I	\$5,498	\$5,636	\$5,773	\$5,918	\$6,062	\$6,214	\$6,365	\$6,524	\$6,684
5581	Laboratory Analyst II	\$6,049	\$6,200	\$6,351	\$6,510	\$6,669	\$6,836	\$7,002	\$7,177	\$7,352
5064	Laboratory Assistant	\$4,781	\$4,901	\$5,020	\$5,146	\$5,271	\$5,403	\$5,535	\$5,674	\$5,812
5220	Mechanic	\$4,691	\$4,809	\$4,926	\$5,049	\$5,172	\$5,302	\$5,431	\$5,567	\$5,703
5225	Mechanic-Lead	\$5,161	\$5,290	\$5,419	\$5,555	\$5,690	\$5,832	\$5,974	\$6,123	\$6,273
5063	Park Maintenance Worker I	\$3,854	\$3,951	\$4,047	\$4,148	\$4,249	\$4,355	\$4,461	\$4,572	\$4,684
5122	Park Maintenance Worker II	\$4,238	\$4,344	\$4,450	\$4,562	\$4,673	\$4,790	\$4,907	\$5,030	\$5,152
5200	Park Maintenance Worker III	\$4,662	\$4,779	\$4,895	\$5,018	\$5,140	\$5,269	\$5,397	\$5,532	\$5,667
5245	Planner-Assistant	\$5,670	\$5,812	\$5,954	\$6,103	\$6,252	\$6,409	\$6,565	\$6,729	\$6,893
5255	Plans Examiner	\$6,303	\$6,461	\$6,618	\$6,784	\$6,949	\$7,123	\$7,296	\$7,479	\$7,661
5140	Plant Maintenance Mechanic	\$5,588	\$5,728	\$5,867	\$6,014	\$6,160	\$6,314	\$6,468	\$6,629	\$6,791
5221	Plant Maintenance Mechanic -Senior	\$6,145	\$6,299	\$6,452	\$6,614	\$6,775	\$6,945	\$7,114	\$7,292	\$7,470
5061	Public Works Maintenance Worker I	\$3,854	\$3,951	\$4,047	\$4,148	\$4,249	\$4,355	\$4,461	\$4,572	\$4,684
5120	Public Works Maintenance Worker II	\$4,238	\$4,344	\$4,450	\$4,562	\$4,673	\$4,790	\$4,907	\$5,030	\$5,152
5150	Public Works Maintenance Worker III	\$4,662	\$4,779	\$4,895	\$5,018	\$5,140	\$5,269	\$5,397	\$5,532	\$5,667
5080	Recreation Coordinator	\$4,227	\$4,333	\$4,438	\$4,549	\$4,660	\$4,777	\$4,893	\$5,015	\$5,138
5117	Registered Veterinary Tech	\$4,319	\$4,427	\$4,535	\$4,649	\$4,762	\$4,881	\$5,000	\$5,125	\$5,250
5058	Utilities Treatment Plant Maintenance Worker I	\$3,854	\$3,951	\$4,047	\$4,148	\$4,249	\$4,355	\$4,461	\$4,572	\$4,684
5118	Utilities Treatment Plant Maintenance Worker II	\$4,238	\$4,344	\$4,450	\$4,562	\$4,673	\$4,790	\$4,907	\$5,030	\$5,152
5236	Wastewater Collections Maintenance Worker I	\$4,218	\$4,324	\$4,429	\$4,540	\$4,650	\$4,767	\$4,883	\$5,005	\$5,127
5237	Wastewater Collections Maintenance Worker II	\$5,061	\$5,188	\$5,314	\$5,447	\$5,580	\$5,720	\$5,859	\$6,005	\$6,152

5238	Wastewater Collections Maintenance Worker III	\$5,698	\$5,841	\$5,983	\$6,133	\$6,282	\$6,439	\$6,596	\$6,761	\$6,926
5166	Wastewater Treatment Facility Op. Trainee/I	\$6,123	\$6,276	\$6,429	\$6,590	\$6,750	\$6,919	\$7,087	\$7,264	\$7,442
5235	Wastewater Treatment Facility Op. II	\$6,735	\$6,904	\$7,072	\$7,249	\$7,426	\$7,612	\$7,797	\$7,992	\$8,186
5293	Wastewater Treatment Facility Op. III	\$7,409	\$7,594	\$7,779	\$7,974	\$8,168	\$8,372	\$8,576	\$8,790	\$9,005
5284	Water Distribution Operator I	\$5,077	\$5,204	\$5,331	\$5,465	\$5,598	\$5,738	\$5,878	\$6,025	\$6,172
5286	Water Distribution Operator II	\$5,586	\$5,726	\$5,865	\$6,012	\$6,158	\$6,312	\$6,466	\$6,628	\$6,789
5287	Water Distribution Operator III	\$6,424	\$6,585	\$6,745	\$6,914	\$7,082	\$7,259	\$7,436	\$7,622	\$7,807
5131	Water Treatment Plant Operator Trainee	\$5,566	\$5,705	\$5,844	\$5,990	\$6,136	\$6,290	\$6,443	\$6,604	\$6,765
5180	Water Treatment Plant Operator II	\$6,123	\$6,276	\$6,429	\$6,590	\$6,750	\$6,919	\$7,087	\$7,264	\$7,442
5230	Water Treatment Plant Operator III	\$6,734	\$6,903	\$7,071	\$7,248	\$7,425	\$7,611	\$7,796	\$7,991	\$8,186
5291	Water Treatment Plant Operator IV	\$7,409	\$7,594	\$7,779	\$7,974	\$8,168	\$8,372	\$8,576	\$8,790	\$9,005

Date: _____

City of Yuba City

Diana Langley, City Manager

Michael W. Jarvis, Liebert Cassidy Whitmore

Date: 6-28-22

Local 1

Ron Slaven

Dave Calonder

ATTACHMENT 4

Yuba City and Public Employees' Union, Local 1/AFSCME 57
Side Letter of Agreement to the
July 1, 2020- June 30, 2023 MOU

The City of Yuba City ("City") and Public Employees' Union, Local 1/AFSCME 57 ("Union") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU") with a current term of July 1, 2020 through June 30, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

The purpose of this Side Letter is to delete the Arborist – Senior, Engineering Technician GIS, Kennel Care Technician – Lead, Public Works Maintenance Worker – Senior, Sweeper Operator, Parks Maintenance Worker I(a), Account Clerk, Accounting Technician, Administrative Technician, Facility Aide, Housing Programs Analyst I, and Laboratory Receptionist classifications from the unit represented by Union on Appendix A to the MOU; and to update the title of the Engineer-Assistant Civil classification to Engineer-Assistant. An updated version of Appendix A is attached hereto and incorporated by reference.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

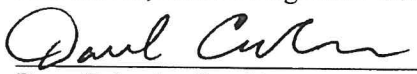
Ben Moody, PWs/Dev. Services Director

Date: 6-28-22

LOCAL 1



Ron Slaven, Local 1 Negotiator Consultant



Dave Calonder, President

Appendix “A” Recognition

Account Clerk - Intermediate	Account Clerk - Senior
Accountant I	Administrative Analyst I
Administrative Assistant	Administrative Clerk I/II/III
Animals Services Officer I/II	Building Inspector I/II
Building Maintenance Worker I/II	Code Enforcement Officer
Community Development Technician I/II	Construction Inspector
Custodian I/II	Customer Services Representative I/II
Customer Services Representative Senior	Electrical Technician I/II and III
Engineer – Assistant	Engineering Technician I/II and III
Field Customer Service Representative I/II	Field Customer Service Representative I/II
Information Systems Technician I/II	Kennel Attendant I/II
Laboratory Analyst I/II	Laboratory Analyst I/II
Laboratory Assistant	Mechanic
Mechanic Lead	Parks Maintenance Worker I/II and III
Planner - Assistant	Plans Examiner
Plant Maintenance Mechanic	Plant Maintenance Mechanic, Senior
Pretreatment Coordinator	Public Works Maintenance Worker I/II/III
Public Works Maintenance Worker I/II/III	Recreation Coordinator
Registered Veterinary Technician	Utilities Maintenance Worker I/II
Wastewater Collections Maintenance Worker I/II/II	Wastewater Treatment Facility Operator II/III
Wastewater Treatment Plant Facility Trainee/I	Water Distribution Operator I/II/III
Water Treatment Plant Operator II/III/IV	Water Treatment Plant Operator Trainees

ATTACHMENT 5

Yuba City and Local 1
Side Letter of Agreement to the
2021-2024 MOU

The City of Yuba City ("City") and Public Employees' Local 1 have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend provisions of their Memorandum of Understanding ("MOU"), including applicable side letters, with a current term of July 1, 2020, through June 30, 2023. This side letter of Agreement describes the Parties' full and complete agreement to amend that MOU.

The Parties have agreed to the following:

Employees who are employed in the classification Park Maintenance Worker 1(a) will be moved to the Park Maintenance Worker I classification.

The Parties have further agreed to add the following to the MOU.

Park Maintenance Worker I – Class B Driver's License

An employee in the Park Maintenance Worker I classification may not advance past Step 1 unless the employee has both passed probation and obtained a California Class B Driver's license.

Date: _____

City of Yuba City

Diana Langley, City Manager

Michael W. Jarvis, Liebert Cassidy Whitmore

Date: 6-28-22

Local 1



Ron Slaven



Dave Calonder

ATTACHMENT 6

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS						
			1	2	3	4	5	6	7
4101	ACCOUNTANT I	PEU, Local 1	5,552	5,830	6,122	6,428	6,749		Monthly
			32.03	33.63	35.32	37.08	38.94		Hourly
4100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,860	4,053	4,256	4,469	4,693		Monthly
			22.27	23.38	24.55	25.78	27.08		Hourly
4162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,247	4,459	4,682	4,916	5,162		Monthly
			24.50	25.73	27.01	28.36	29.78		Hourly
4244	ADMINISTRATIVE ANALYST I	PEU, Local 1	5,781	6,070	6,374	6,693	7,028		Monthly
			33.35	35.02	36.77	38.61	40.55		Hourly
4020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,487	4,711	4,947	5,194	5,454		Monthly
			25.89	27.18	28.54	29.97	31.47		Hourly
4040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,237	3,399	3,569	3,747	3,934		Monthly
			18.68	19.61	20.59	21.62	22.70		Hourly
4060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,561	3,739	3,926	4,122	4,328		Monthly
			20.54	21.57	22.65	23.78	24.97		Hourly
4085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,916	4,112	4,318	4,534	4,761		Monthly
			22.59	23.72	24.91	26.16	27.47		Hourly
4090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,940	4,137	4,344	4,561	4,789		Monthly
			22.73	23.87	25.06	26.31	27.63		Hourly
4095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,319	4,535	4,762	5,000	5,250		Monthly
			24.92	26.16	27.47	28.85	30.29		Hourly
4270	BUILDING INSPECTOR I	PEU, Local 1	5,196	5,456	5,729	6,015	6,316		Monthly
			29.98	31.48	33.05	34.70	36.44		Hourly

4292	BUILDING INSPECTOR II	PEU, Local 1	5,974	6,273	6,587	6,916	7,262	Monthly
			34.47	36.19	38.00	39.90	41.90	Hourly
4062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,211	4,422	4,643	4,875	5,119	Monthly
			24.29	25.51	26.79	28.13	29.53	Hourly
4121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,604	4,834	5,076	5,330	5,596	Monthly
			26.56	27.89	29.28	30.75	32.28	Hourly
4285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,310	5,576	5,855	6,148	6,455	Monthly
			30.63	32.17	33.78	35.47	37.24	Hourly
4115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,385	4,604	4,834	5,076	5,330	Monthly
			25.30	26.56	27.89	29.28	30.75	Hourly
4144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,822	5,063	5,316	5,582	5,861	Monthly
			27.82	29.21	30.67	32.20	33.81	Hourly
4243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,746	6,033	6,335	6,652	6,985	Monthly
			33.15	34.81	36.55	38.38	40.30	Hourly
4050	CUSTODIAN I	PEU, Local 1	3,480	3,654	3,837	4,029	4,231	Monthly
			20.08	21.08	22.14	23.24	24.41	Hourly
4082	CUSTODIAN II	PEU, Local 1	3,829	4,020	4,221	4,432	4,654	Monthly
			22.09	23.19	24.35	25.57	26.85	Hourly
4030	CUSTOMER SERVICES REP I	PEU, Local 1	3,461	3,634	3,816	4,007	4,208	Monthly
			19.97	20.97	22.02	23.12	24.28	Hourly
4070	CUSTOMER SERVICES REP II	PEU, Local 1	3,793	3,983	4,182	4,391	4,610	Monthly
			21.88	22.98	24.13	25.33	26.60	Hourly
4161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,172	4,381	4,600	4,830	5,071	Monthly
			24.07	25.28	26.54	27.87	29.26	Hourly
4170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,780	6,069	6,372	6,691	7,025	Monthly
			33.35	35.01	36.76	38.60	40.53	Hourly
4265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,358	6,676	7,010	7,360	7,728	Monthly
			36.68	38.52	40.44	42.46	44.58	Hourly
4280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,993	7,343	7,710	8,096	8,501	Monthly
			40.34	42.36	44.48	46.71	49.04	Hourly

4300	ENGINEER - ASSISTANT	PEU, Local 1	6,333	6,650	6,982	7,331	7,697	Monthly
			36.54	38.37	40.28	42.29	44.41	Hourly
4215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,925	5,171	5,430	5,702	5,987	Monthly
			28.41	29.83	31.33	32.90	34.54	Hourly
4250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,324	5,590	5,870	6,164	6,472	Monthly
			30.72	32.25	33.87	35.56	37.34	Hourly
4295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,132	6,439	6,761	7,099	7,454	Monthly
			35.38	37.15	39.01	40.96	43.00	Hourly
4590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,698	5,983	6,282	6,596	6,926	Monthly
			32.87	34.52	36.24	38.05	39.96	Hourly
4036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,448	3,620	3,801	3,991	4,191	Monthly
			19.89	20.88	21.93	23.03	24.18	Hourly
4083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,793	3,983	4,182	4,391	4,610	Monthly
			21.88	22.98	24.13	25.33	26.60	Hourly
4246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,381	5,650	5,932	6,229	6,540	Monthly
			31.04	32.60	34.22	35.94	37.73	Hourly
4260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,920	6,216	6,527	6,853	7,196	Monthly
			34.15	35.86	37.66	39.54	41.52	Hourly
4281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,780	6,069	6,372	6,691	7,025	Monthly
			33.35	35.01	36.76	38.60	40.53	Hourly
4282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,358	6,676	7,010	7,360	7,728	Monthly
			36.68	38.52	40.44	42.46	44.58	Hourly
4283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,993	7,343	7,710	8,096	8,501	Monthly
			40.34	42.36	44.48	46.71	49.04	Hourly
4110	KENNEL ATTENDANT I	PEU, Local 1	3,570	3,748	3,935	4,132	4,339	Monthly
			20.60	21.62	22.70	23.84	25.03	Hourly
4111	KENNEL ATTENDANT II	PEU, Local 1	3,927	4,123	4,329	4,545	4,773	Monthly
			22.66	23.79	24.98	26.22	27.53	Hourly
4530	LABORATORY ANALYST I	PEU, Local 1	5,498	5,773	6,062	6,365	6,684	Monthly
			31.72	33.31	34.97	36.72	38.56	Hourly

4581	LABORATORY ANALYST II	PEU, Local 1	6,049	6,351	6,669	7,002	7,352	Monthly
			34.90	36.64	38.48	40.40	42.42	Hourly
4064	LABORATORY ASSISTANT	PEU, Local 1	4,781	5,020	5,271	5,535	5,812	Monthly
			27.58	28.96	30.41	31.93	33.53	Hourly
4220	MECHANIC	PEU, Local 1	4,691	4,926	5,172	5,431	5,703	Monthly
			27.06	28.42	29.84	31.33	32.90	Hourly
4225	MECHANIC-LEAD	PEU, Local 1	5,161	5,419	5,690	5,974	6,273	Monthly
			29.78	31.26	32.83	34.47	36.19	Hourly
4063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,854	4,047	4,249	4,461	4,684	Monthly
			22.23	23.35	24.51	25.74	27.02	Hourly
4200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,662	4,895	5,140	5,397	5,667	Monthly
			26.90	28.24	29.65	31.14	32.70	Hourly
4245	PLANNER-ASSISTANT	PEU, Local 1	5,670	5,954	6,252	6,565	6,893	Monthly
			32.71	34.35	36.07	37.88	39.77	Hourly
4255	PLANS EXAMINER	PEU, Local 1	6,303	6,618	6,949	7,296	7,661	Monthly
			36.36	38.18	40.09	42.09	44.20	Hourly
4140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,588	5,867	6,160	6,468	6,791	Monthly
			32.24	33.85	35.54	37.32	39.18	Hourly
4221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,145	6,452	6,775	7,114	7,470	Monthly
			35.45	37.22	39.09	41.04	43.10	Hourly
4061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,854	4,047	4,249	4,461	4,684	Monthly
			22.23	23.35	24.51	25.74	27.02	Hourly
4120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,238	4,450	4,673	4,907	5,152	Monthly
			24.45	25.67	26.96	28.31	29.72	Hourly

4150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,662	4,895	5,140	5,397	5,667	Monthly
			26.90	28.24	29.65	31.14	32.70	Hourly
4080	RECREATION COORDINATOR	PEU, Local 1	4,227	4,438	4,660	4,893	5,138	Monthly
			24.39	25.60	26.88	28.23	29.64	Hourly
4117	REGISTERED VETERINARY TECH	PEU, Local 1	4,319	4,535	4,762	5,000	5,250	Monthly
			24.92	26.16	27.47	28.85	30.29	Hourly
4058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,854	4,047	4,249	4,461	4,684	Monthly
			22.23	23.35	24.51	25.74	27.02	Hourly
4118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,238	4,450	4,673	4,907	5,152	Monthly
			24.45	25.67	26.96	28.31	29.72	Hourly
4236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,218	4,429	4,650	4,883	5,127	Monthly
			24.33	25.55	26.83	28.17	29.58	Hourly
4237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,061	5,314	5,580	5,859	6,152	Monthly
			29.20	30.66	32.19	33.80	35.49	Hourly
4238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,698	5,983	6,282	6,596	6,926	Monthly
			32.87	34.52	36.24	38.05	39.96	Hourly
4166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,123	6,429	6,750	7,087	7,442	Monthly
			35.33	37.09	38.94	40.89	42.93	Hourly
4235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,735	7,072	7,426	7,797	8,186	Monthly
			38.86	40.80	42.84	44.98	47.23	Hourly
4293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,409	7,779	8,168	8,576	9,005	Monthly
			42.74	44.88	47.12	49.48	51.95	Hourly
4284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,077	5,331	5,598	5,878	6,172	Monthly
			29.29	30.76	32.30	33.91	35.61	Hourly
4286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,586	5,865	6,158	6,466	6,789	Monthly
			32.23	33.84	35.53	37.30	39.17	Hourly
4287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,424	6,745	7,082	7,436	7,807	Monthly
			37.06	38.91	40.86	42.90	45.04	Hourly
4131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	5,566	5,844	6,136	6,443	6,765	Monthly
			32.11	33.72	35.40	37.17	39.03	Hourly

4180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,123	6,429	6,750	7,087	7,442	Monthly
			35.33	37.09	38.94	40.89	42.93	Hourly
4230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,734	7,071	7,425	7,796	8,186	Monthly
			38.85	40.79	42.84	44.98	47.23	Hourly
4291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,409	7,779	8,168	8,576	9,005	Monthly
			42.74	44.88	47.12	49.48	51.95	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:

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

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

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
5101	ACCOUNTANT I	PEU, Local 1	5,552	5,691	5,830	5,976	6,122	6,275	6,428	6,589	6,749	Monthly
			32.03	32.83	33.63	34.48	35.32	36.20	37.08	38.01	38.94	Hourly
5100	ACCOUNT CLERK-INTERMEDIATE	PEU, Local 1	3,860	3,957	4,053	4,155	4,256	4,363	4,469	4,581	4,693	Monthly
			22.27	22.83	23.38	23.97	24.55	25.17	25.78	26.43	27.08	Hourly
5162	ACCOUNT CLERK-SENIOR	PEU, Local 1	4,247	4,353	4,459	4,571	4,682	4,799	4,916	5,039	5,162	Monthly
			24.50	25.11	25.73	26.37	27.01	27.69	28.36	29.07	29.78	Hourly
5244	ADMINISTRATIVE ANALYST I	PEU, Local 1	5,781	5,926	6,070	6,222	6,374	6,534	6,693	6,860	7,028	Monthly
			33.35	34.19	35.02	35.90	36.77	37.70	38.61	39.58	40.55	Hourly
5020	ADMINISTRATIVE ASSISTANT	PEU, Local 1	4,487	4,599	4,711	4,829	4,947	5,071	5,194	5,324	5,454	Monthly
			25.89	26.53	27.18	27.86	28.54	29.26	29.97	30.72	31.47	Hourly
5040	ADMINISTRATIVE CLERK I	PEU, Local 1	3,237	3,318	3,399	3,484	3,569	3,658	3,747	3,841	3,934	Monthly
			18.68	19.14	19.61	20.10	20.59	21.10	21.62	22.16	22.70	Hourly
5060	ADMINISTRATIVE CLERK II	PEU, Local 1	3,561	3,650	3,739	3,833	3,926	4,024	4,122	4,225	4,328	Monthly
			20.54	21.06	21.57	22.11	22.65	23.22	23.78	24.38	24.97	Hourly
5085	ADMINISTRATIVE CLERK III	PEU, Local 1	3,916	4,014	4,112	4,215	4,318	4,426	4,534	4,647	4,761	Monthly
			22.59	23.16	23.72	24.32	24.91	25.53	26.16	26.81	27.47	Hourly
5090	ANIMAL SERVICES OFFICER I	PEU, Local 1	3,940	4,039	4,137	4,241	4,344	4,453	4,561	4,675	4,789	Monthly
			22.73	23.30	23.87	24.47	25.06	25.69	26.31	26.97	27.63	Hourly
5095	ANIMAL SERVICES OFFICER II	PEU, Local 1	4,319	4,427	4,535	4,649	4,762	4,881	5,000	5,125	5,250	Monthly
			24.92	25.54	26.16	26.82	27.47	28.16	28.85	29.57	30.29	Hourly
5270	BUILDING INSPECTOR I	PEU, Local 1	5,196	5,326	5,456	5,593	5,729	5,872	6,015	6,165	6,316	Monthly
			29.98	30.73	31.48	32.27	33.05	33.88	34.70	35.57	36.44	Hourly
5292	BUILDING INSPECTOR II	PEU, Local 1	5,974	6,124	6,273	6,430	6,587	6,752	6,916	7,089	7,262	Monthly
			34.47	35.33	36.19	37.10	38.00	38.95	39.90	40.90	41.90	Hourly
5062	BUILDING MAINTENANCE WORKER I	PEU, Local 1	4,211	4,317	4,422	4,533	4,643	4,759	4,875	4,997	5,119	Monthly
			24.29	24.91	25.51	26.15	26.79	27.46	28.13	28.83	29.53	Hourly
5121	BUILDING MAINTENANCE WORKER II	PEU, Local 1	4,604	4,719	4,834	4,955	5,076	5,203	5,330	5,463	5,596	Monthly
			26.56	27.23	27.89	28.59	29.28	30.02	30.75	31.52	32.28	Hourly
5285	CODE ENFORCEMENT OFFICER	PEU, Local 1	5,310	5,443	5,576	5,716	5,855	6,002	6,148	6,302	6,455	Monthly
			30.63	31.40	32.17	32.98	33.78	34.63	35.47	36.36	37.24	Hourly

5115	COMMUNITY DEVELOPMENT TECH I	PEU, Local 1	4,385	4,495	4,604	4,719	4,834	4,955	5,076	5,203	5,330	Monthly
			25.30	25.93	26.56	27.23	27.89	28.59	29.28	30.02	30.75	Hourly
5144	COMMUNITY DEVELOPMENT TECH II	PEU, Local 1	4,822	4,943	5,063	5,190	5,316	5,449	5,582	5,721	5,861	Monthly
			27.82	28.52	29.21	29.94	30.67	31.44	32.20	33.01	33.81	Hourly
5243	CONSTRUCTION INSPECTOR	PEU, Local 1	5,746	5,890	6,033	6,184	6,335	6,494	6,652	6,818	6,985	Monthly
			33.15	33.98	34.81	35.68	36.55	37.47	38.38	39.33	40.30	Hourly
5050	CUSTODIAN I	PEU, Local 1	3,480	3,567	3,654	3,746	3,837	3,933	4,029	4,130	4,231	Monthly
			20.08	20.58	21.08	21.61	22.14	22.69	23.24	23.83	24.41	Hourly
5082	CUSTODIAN II	PEU, Local 1	3,829	3,925	4,020	4,121	4,221	4,327	4,432	4,543	4,654	Monthly
			22.09	22.64	23.19	23.78	24.35	24.96	25.57	26.21	26.85	Hourly
5030	CUSTOMER SERVICES REP I	PEU, Local 1	3,461	3,548	3,634	3,725	3,816	3,912	4,007	4,107	4,208	Monthly
			19.97	20.47	20.97	21.49	22.02	22.57	23.12	23.69	24.28	Hourly
5070	CUSTOMER SERVICES REP II	PEU, Local 1	3,793	3,888	3,983	4,083	4,182	4,287	4,391	4,501	4,610	Monthly
			21.88	22.43	22.98	23.56	24.13	24.73	25.33	25.97	26.60	Hourly
5161	CUSTOMER SERVICES REP.-SENIOR	PEU, Local 1	4,172	4,277	4,381	4,491	4,600	4,715	4,830	4,951	5,071	Monthly
			24.07	24.68	25.28	25.91	26.54	27.20	27.87	28.56	29.26	Hourly
5170	ELECTRICAL TECHNICIAN I	PEU, Local 1	5,780	5,925	6,069	6,221	6,372	6,532	6,691	6,858	7,025	Monthly
			33.35	34.18	35.01	35.89	36.76	37.68	38.60	39.57	40.53	Hourly
5265	ELECTRICAL TECHNICIAN II	PEU, Local 1	6,358	6,517	6,676	6,843	7,010	7,185	7,360	7,544	7,728	Monthly
			36.68	37.60	38.52	39.48	40.44	41.45	42.46	43.52	44.58	Hourly
5280	ELECTRICAL TECHNICIAN III	PEU, Local 1	6,993	7,168	7,343	7,527	7,710	7,903	8,096	8,298	8,501	Monthly
			40.34	41.35	42.36	43.43	44.48	45.59	46.71	47.87	49.04	Hourly

5300	ENGINEER - ASSISTANT	PEU, Local 1	6,333	6,492	6,650	6,816	6,982	7,157	7,331	7,514	7,697	Monthly
			36.54	37.45	38.37	39.32	40.28	41.29	42.29	43.35	44.41	Hourly
5215	ENGINEERING TECHNICIAN I	PEU, Local 1	4,925	5,048	5,171	5,301	5,430	5,566	5,702	5,844	5,987	Monthly
			28.41	29.12	29.83	30.58	31.33	32.11	32.90	33.72	34.54	Hourly
5250	ENGINEERING TECHNICIAN II	PEU, Local 1	5,324	5,457	5,590	5,730	5,870	6,017	6,164	6,318	6,472	Monthly
			30.72	31.48	32.25	33.06	33.87	34.71	35.56	36.45	37.34	Hourly
5295	ENGINEERING TECHNICIAN III	PEU, Local 1	6,132	6,286	6,439	6,600	6,761	6,930	7,099	7,277	7,454	Monthly
			35.38	36.27	37.15	38.08	39.01	39.98	40.96	41.98	43.00	Hourly
5590	ENVIRONMENTAL COMPLIANCE INSPECTOR	PEU, Local 1	5,698	5,841	5,983	6,133	6,282	6,439	6,596	6,761	6,926	Monthly
			32.87	33.70	34.52	35.38	36.24	37.15	38.05	39.01	39.96	Hourly
5036	FIELD CUSTOMER SERVICE REP I	PEU, Local 1	3,448	3,534	3,620	3,711	3,801	3,896	3,991	4,091	4,191	Monthly
			19.89	20.39	20.88	21.41	21.93	22.48	23.03	23.60	24.18	Hourly
5083	FIELD CUSTOMER SERVICE REP II	PEU, Local 1	3,793	3,888	3,983	4,083	4,182	4,287	4,391	4,501	4,610	Monthly
			21.88	22.43	22.98	23.56	24.13	24.73	25.33	25.97	26.60	Hourly
5246	INFORMATION SYSTEMS TECHNICIAN	PEU, Local 1	5,381	5,516	5,650	5,791	5,932	6,081	6,229	6,385	6,540	Monthly
			31.04	31.82	32.60	33.41	34.22	35.08	35.94	36.84	37.73	Hourly
5260	INFORMATION SYSTEMS TECHNICIAN II	PEU, Local 1	5,920	6,068	6,216	6,372	6,527	6,690	6,853	7,024	7,196	Monthly
			34.15	35.01	35.86	36.76	37.66	38.60	39.54	40.52	41.52	Hourly
5281	INSTRUMENTATION TECHNICIAN I	PEU, Local 1	5,780	5,925	6,069	6,221	6,372	6,532	6,691	6,858	7,025	Monthly
			33.35	34.18	35.01	35.89	36.76	37.68	38.60	39.57	40.53	Hourly
5282	INSTRUMENTATION TECHNICIAN II	PEU, Local 1	6,358	6,517	6,676	6,843	7,010	7,185	7,360	7,544	7,728	Monthly
			36.68	37.60	38.52	39.48	40.44	41.45	42.46	43.52	44.58	Hourly
5283	INSTRUMENTATION TECHNICIAN III	PEU, Local 1	6,993	7,168	7,343	7,527	7,710	7,903	8,096	8,298	8,501	Monthly
			40.34	41.35	42.36	43.43	44.48	45.59	46.71	47.87	49.04	Hourly
5110	KENNEL ATTENDANT I	PEU, Local 1	3,570	3,659	3,748	3,842	3,935	4,034	4,132	4,236	4,339	Monthly
			20.60	21.11	21.62	22.17	22.70	23.27	23.84	24.44	25.03	Hourly
5111	KENNEL ATTENDANT II	PEU, Local 1	3,927	4,025	4,123	4,226	4,329	4,437	4,545	4,659	4,773	Monthly
			22.66	23.22	23.79	24.38	24.98	25.60	26.22	26.88	27.53	Hourly
5530	LABORATORY ANALYST I	PEU, Local 1	5,498	5,636	5,773	5,918	6,062	6,214	6,365	6,524	6,684	Monthly
			31.72	32.52	33.31	34.14	34.97	35.85	36.72	37.64	38.56	Hourly
5581	LABORATORY ANALYST II	PEU, Local 1	6,049	6,200	6,351	6,510	6,669	6,836	7,002	7,177	7,352	Monthly
			34.90	35.77	36.64	37.56	38.48	39.44	40.40	41.41	42.42	Hourly
5064	LABORATORY ASSISTANT	PEU, Local 1	4,781	4,901	5,020	5,146	5,271	5,403	5,535	5,674	5,812	Monthly
			27.58	28.28	28.96	29.69	30.41	31.17	31.93	32.73	33.53	Hourly

5225	MECHANIC-LEAD	PEU, Local 1	5,161	5,290	5,419	5,555	5,690	5,832	5,974	6,123	6,273	Monthly
			29.78	30.52	31.26	32.05	32.83	33.65	34.47	35.33	36.19	Hourly
5063	PARK MAINTENANCE WORKER I	PEU, Local 1	3,854	3,951	4,047	4,148	4,249	4,355	4,461	4,572	4,684	Monthly
			22.23	22.79	23.35	23.93	24.51	25.13	25.74	26.38	27.02	Hourly
5122	PARK MAINTENANCE WORKER II	PEU, Local 1	4,238	4,344	4,450	4,562	4,673	4,790	4,907	5,030	5,152	Monthly
			24.45	25.06	25.67	26.32	26.96	27.63	28.31	29.02	29.72	Hourly
5200	PARK MAINTENANCE WORKER III	PEU, Local 1	4,662	4,779	4,895	5,018	5,140	5,269	5,397	5,532	5,667	Monthly
			26.90	27.57	28.24	28.95	29.65	30.40	31.14	31.92	32.70	Hourly
5245	PLANNER-ASSISTANT	PEU, Local 1	5,670	5,812	5,954	6,103	6,252	6,409	6,565	6,729	6,893	Monthly
			32.71	33.53	34.35	35.21	36.07	36.98	37.88	38.82	39.77	Hourly
5255	PLANS EXAMINER	PEU, Local 1	6,303	6,461	6,618	6,784	6,949	7,123	7,296	7,479	7,661	Monthly
			36.36	37.28	38.18	39.14	40.09	41.09	42.09	43.15	44.20	Hourly
5140	PLANT MAINTENANCE MECHANIC	PEU, Local 1	5,588	5,728	5,867	6,014	6,160	6,314	6,468	6,629	6,791	Monthly
			32.24	33.05	33.85	34.70	35.54	36.43	37.32	38.24	39.18	Hourly
5221	PLANT MAINTENANCE MECHANIC -SENIOR	PEU, Local 1	6,145	6,299	6,452	6,614	6,775	6,945	7,114	7,292	7,470	Monthly
			35.45	36.34	37.22	38.16	39.09	40.07	41.04	42.07	43.10	Hourly
5061	PUBLIC WORKS MAINTENANCE WORKER I	PEU, Local 1	3,854	3,951	4,047	4,148	4,249	4,355	4,461	4,572	4,684	Monthly
			22.23	22.79	23.35	23.93	24.51	25.13	25.74	26.38	27.02	Hourly

5120	PUBLIC WORKS MAINTENANCE WORKER II	PEU, Local 1	4,238	4,344	4,450	4,562	4,673	4,790	4,907	5,030	5,152	Monthly
			24.45	25.06	25.67	26.32	26.96	27.63	28.31	29.02	29.72	Hourly
5150	PUBLIC WORKS MAINTENANCE WORKER III	PEU, Local 1	4,662	4,779	4,895	5,018	5,140	5,269	5,397	5,532	5,667	Monthly
			26.90	27.57	28.24	28.95	29.65	30.40	31.14	31.92	32.70	Hourly
5080	RECREATION COORDINATOR	PEU, Local 1	4,227	4,333	4,438	4,549	4,660	4,777	4,893	5,015	5,138	Monthly
			24.39	25.00	25.60	26.24	26.88	27.56	28.23	28.93	29.64	Hourly
5117	REGISTERED VETERINARY TECH	PEU, Local 1	4,319	4,427	4,535	4,649	4,762	4,881	5,000	5,125	5,250	Monthly
			24.92	25.54	26.16	26.82	27.47	28.16	28.85	29.57	30.29	Hourly
5058	UTILITIES TREATMENT PLANT MAINTENANCE WORKER I	PEU, Local 1	3,854	3,951	4,047	4,148	4,249	4,355	4,461	4,572	4,684	Monthly
			22.23	22.79	23.35	23.93	24.51	25.13	25.74	26.38	27.02	Hourly
5118	UTILITIES TREATMENT PLANT MAINTENANCE WORKER II	PEU, Local 1	4,238	4,344	4,450	4,562	4,673	4,790	4,907	5,030	5,152	Monthly
			24.45	25.06	25.67	26.32	26.96	27.63	28.31	29.02	29.72	Hourly
5236	WASTEWATER COLLECTIONS MAINTENANCE WORKER I	PEU, Local 1	4,218	4,324	4,429	4,540	4,650	4,767	4,883	5,005	5,127	Monthly
			24.33	24.95	25.55	26.19	26.83	27.50	28.17	28.88	29.58	Hourly
5237	WASTEWATER COLLECTIONS MAINTENANCE WORKER II	PEU, Local 1	5,061	5,188	5,314	5,447	5,580	5,720	5,859	6,005	6,152	Monthly
			29.20	29.93	30.66	31.43	32.19	33.00	33.80	34.64	35.49	Hourly
5238	WASTEWATER COLLECTIONS MAINTENANCE WORKER III	PEU, Local 1	5,698	5,841	5,983	6,133	6,282	6,439	6,596	6,761	6,926	Monthly
			32.87	33.70	34.52	35.38	36.24	37.15	38.05	39.01	39.96	Hourly
5166	WASTEWATER TREATMENT FACILITY OP. TRAINEE/I	PEU, Local 1	6,123	6,276	6,429	6,590	6,750	6,919	7,087	7,264	7,442	Monthly
			35.33	36.21	37.09	38.02	38.94	39.92	40.89	41.91	42.93	Hourly
5235	WASTEWATER TREATMENT FACILITY OP. II	PEU, Local 1	6,735	6,904	7,072	7,249	7,426	7,612	7,797	7,992	8,186	Monthly
			38.86	39.83	40.80	41.82	42.84	43.92	44.98	46.11	47.23	Hourly
5293	WASTEWATER TREATMENT FACILITY OP. III	PEU, Local 1	7,409	7,594	7,779	7,974	8,168	8,372	8,576	8,790	9,005	Monthly
			42.74	43.81	44.88	46.00	47.12	48.30	49.48	50.71	51.95	Hourly
5284	WATER DISTRIBUTION OPERATOR I	PEU, Local 1	5,077	5,204	5,331	5,465	5,598	5,738	5,878	6,025	6,172	Monthly
			29.29	30.02	30.76	31.53	32.30	33.10	33.91	34.76	35.61	Hourly
5286	WATER DISTRIBUTION OPERATOR II	PEU, Local 1	5,586	5,726	5,865	6,012	6,158	6,312	6,466	6,628	6,789	Monthly
			32.23	33.03	33.84	34.68	35.53	36.42	37.30	38.24	39.17	Hourly
5287	WATER DISTRIBUTION OPERATOR III	PEU, Local 1	6,424	6,585	6,745	6,914	7,082	7,259	7,436	7,622	7,807	Monthly
			37.06	37.99	38.91	39.89	40.86	41.88	42.90	43.97	45.04	Hourly

5131	WATER TREATMENT PLANT OPER. TRAINEE	PEU, Local 1	5,566	5,705	5,844	5,990	6,136	6,290	6,443	6,604	6,765	Monthly
			32.11	32.91	33.72	34.56	35.40	36.29	37.17	38.10	39.03	Hourly
5180	WATER TREATMENT PLANT OPERATOR II	PEU, Local 1	6,123	6,276	6,429	6,590	6,750	6,919	7,087	7,264	7,442	Monthly
			35.33	36.21	37.09	38.02	38.94	39.92	40.89	41.91	42.93	Hourly
5230	WATER TREATMENT PLANT OPERATOR III	PEU, Local 1	6,734	6,903	7,071	7,248	7,425	7,611	7,796	7,991	8,186	Monthly
			38.85	39.83	40.79	41.82	42.84	43.91	44.98	46.10	47.23	Hourly
5291	WATER TREATMENT PLANT OPERATOR IV	PEU, Local 1	7,409	7,594	7,779	7,974	8,168	8,372	8,576	8,790	9,005	Monthly
			42.74	43.81	44.88	46.00	47.12	48.30	49.48	50.71	51.95	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:

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Mid Managers Memorandum of Understanding (MOU)

Recommendation: A. Approving a three year Memorandum of Understanding with the Mid Managers group
B. Approving unrepresented Confidentials' salary increases
C. Authorizing the Finance Director to amend the salary schedule
D. Approve supplemental appropriations as required to the impacted division in the affected funds: General, Water, and Wastewater
E. Authorize the Finance Director to transfer funds from unallocated General Fund 301 in the amount of \$428,200

Fiscal Impact: The proposed changes will result in a net increase in cost of \$493,300 for FY22/23.

Purpose:

To approve the Mid Managers (MM) three year Memorandum of Understanding (MOU)

Council's Strategic Goal:

This MM MOU addresses the City Council's Strategic Goal of being business friendly and infrastructure.

Background:

The Mid Managers' (MM) current MOU expires June 30, 2022. This two-year MOU included a 3.5% salary increase for all represented classifications. All represented MM employees also received a \$4,000 signing bonus in the first full pay period in FY 21/22.

Historically, the benefits and terms of employment for the City's unrepresented Confidential group have been aligned with the Mid-Manager's Letter of Understanding. The Confidential employees also received the 3.5% increase and signing bonus provided to the Mid Management employees.

Analysis:

The Mid Managers have agreed to a proposed three-year Memorandum of Understanding effective July 1, 2022 through June 30, 2025 that, among other terms and MOU edits, includes the following material terms:

1. Effective July 2, 2022, all classification will receive a cost of living increase of five percent (5%) salary increase;
2. Effective July 2, 2022 the below classifications will receive equity adjustments as follows:

<u>Classification</u>	<u>Increase</u>
Accounting Manager	05.50%
Administrative Analyst II	11.21%
Administrative Manager	03.00%
Animal Services Manager	13.75%
Chief Building Official	21.00%
City Clerk Administrator	39.00%
Deputy Director of Development Services	05.00%
Deputy Public Works Director – Engineering	05.00%
Deputy Public Works Director – Maintenance	07.53%
Deputy Public Works Director – Utilities	01.40%
Environmental Compliance Manager	10.05%
Information Technology Manager	03.00%
Parks and Grounds Superintendent	13.75%
Planning Manager	07.85%
Recreation Manager	13.98%

These equity adjustments are cumulative and not compounded with the cost of living adjustments above.

3. The top step for the Division Fire Chief is benchmarked at 15% above the top step of the Battalion Chief. The top step for the Engineer – Senior is benchmarked at 15% above the top step of the Civil Engineer – Associate. The top step for the Parks Maintenance Manager is benchmarked at 15% above the top step of the Parks Maintenance Supervisor.
4. Wage reopener to discuss the City's financial position no later than the end of May in 2023 and 2024 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023 and 2024. If parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

The same methodology that was used for Mid Managers' cost of living increases and equity increases was applied to the unrepresented Confidentials. Staff is proposing that Confidential employees will receive a cost of living increase of 5% and equity increases as follows:

<u>Classification</u>	<u>Increase</u>
Administrative Analyst I	29.09%
Administrative Analyst II	25.51%
Executive Assistant to the City Manager	21.71%
Human Resources Technician I	11.00%
Human Resources Technician II	11.00%
Management Analyst	25.51%

The complete MM Memorandum of Understanding including all new terms and language is attached to the proposed resolution accompanying this staff report.

Attachments:

1. Summary - MM 7-5-2022
2. Summary - Conf 7-5-2022
3. 7-5-22 MM Resolution v2
4. 7-1-22 MM MOU Signed
5. Salary Schedule - MM 7-2-2022

6. Salary Schedule - CONF - 7-2-2022

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

City of Yuba City
Mid Managers - July 5, 2022 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2022-23			
Salary increase - 5.0% COLA	\$ 356,800		356,800
Plus equity adjustments per the MOU to market & benchmarking			
Total Cost	<u>\$ 356,800</u>	<u>\$ -</u>	<u>\$ 356,800</u>
<i>General Fund</i>	<i>\$ 291,700</i>	<i>\$</i>	<i>291,700</i>
<i>Water</i>	<i>\$ 12,000</i>	<i>\$</i>	<i>12,000</i>
<i>Wastewater</i>	<i>\$ 31,800</i>	<i>\$</i>	<i>31,800</i>
<i>SASA</i>	<i>\$ 21,300</i>	<i>\$</i>	<i>21,300</i>
<i>VMF</i>	<i>\$ -</i>	<i>\$</i>	<i>-</i>

ATTACHMENT 2

City of Yuba City
Confidential Unit - July 5, 2022 Staff Report

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>
FY 2022-23			
Salary increase - 5.0% COLA	\$ 136,500		136,500
Plus equity adjustments per the MOU to market & benchmarking			
Total Cost	<u>\$ 136,500</u>	<u>\$ -</u>	<u>\$ 136,500</u>
<i>General Fund</i>	<i>\$ 136,500</i>		<i>\$ 136,500</i>
<i>Water</i>	<i>\$ -</i>		<i>\$ -</i>
<i>Wastewater</i>	<i>\$ -</i>		<i>\$ -</i>
<i>SASA</i>	<i>\$ -</i>		<i>\$ -</i>
<i>VMF</i>	<i>\$ -</i>		<i>\$ -</i>

ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE MID MANAGERS MEMORANDUM OF UNDERSTANDING
AND RELATED INCREASES FOR UNREPRESENTED CONFIDENTIAL
EMPLOYEES**

JULY 1, 2022 – JUNE 30, 2025

WHEREAS, the City recognizes the Mid Managers commitment to the City and its citizens while providing outstanding and dedicated service to all;

WHEREAS, the City and Mid Managers have negotiated the Memorandum of Understanding (MOU);

WHEREAS, City staff and Mid Managers have negotiated for a cost of living increase, equity adjustments, benchmarking, and wage reopener;

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

Approve the attached Mid Manager MOU, which includes the following new compensation terms:

1. Effective July 2, 2022, all classification will receive a cost of living increase of five percent (5%) salary increase;

2. Effective July 2, 2022 the below classifications will receive equity adjustments as follows:

<u>Classification</u>	<u>Increase</u>
Accounting Manager	05.50%
Administrative Analyst II	11.21%
Administrative Manager	03.00%
Animal Services Manager	13.75%
Chief Building Official	21.00%
City Clerk Administrator	39.00%
Deputy Director of Development Services	05.00%
Deputy Public Works Director – Engineering	05.00%
Deputy Public Works Director – Maintenance	07.53%
Deputy Public Works Director – Utilities	01.40%
Environmental Compliance Manager	10.05%
Information Technology Manager	03.00%
Parks and Grounds Superintendent	13.75%
Planning Manager	07.85%
Recreation Manager	13.98%

These equity adjustments are cumulative and not compounded with the cost of living adjustments above.

3. The top step for the Division Fire Chief is benchmarked at 15% above the top step of the Battalion Chief. The top step for the Engineer – Senior is benchmarked at 15% above the top step of the Civil Engineer – Associate. The top step for the Parks Maintenance Manager is benchmarked at 15% above the top step of the Parks Maintenance Supervisor.

4. Wage reopener that agrees to reopen to discuss the City's financial position no later than the end of May in 2023 and 2024 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023 and 2024. If parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

The same methodology that was used for Mid Managers' cost of living increases and equity increases was applied to the unrepresented Confidentials. They will receive a cost of living increase of 5% and equity increases as follows:

<u>Classification</u>	<u>Increase</u>
Administrative Analyst I	29.09%
Administrative Analyst II	25.51%
Executive Assistant to the City Manager	21.71%
Human Resources Technician I	11.00%
Human Resources Technician II	11.00%
Management Analyst	25.51%

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the MOU's substantive terms or past practice.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 5th day of July 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 4

MEMORANDUM OF UNDERSTANDING
Between
The City of Yuba City
And
The Mid-Managers Unit

July 1, 2022 through June 30, 2025

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PREAMBLE:

This agreement between the City of Yuba City (City) and the Mid-Managers Unit has as its purpose the promotion of harmonious labor relations between the City and the Mid-Managers Unit and the establishment of rates of pay, hours of work, and other conditions of employment. The City recognizes the Mid-Managers Unit as the exclusive representative for full-time and regular part-time employees in the classifications in Appendix "A" as amended.

ARTICLE 1: SALARY

1.1 Salary Increases

Effective July 2, 2022, all classifications will receive a cost of living increase of five percent (5.0%) salary increase.

1.2 Equity Adjustments

Effective July 2, 2022, the below classifications will receive equity adjustments as follows:

<u>Classification</u>	<u>Increase</u>
Accounting Manager	05.50%
Administrative Analyst III	11.21%
Administrative Manager	03.00%
Animal Services Manager	13.75%
Chief Building Official	21.00%
City Clerk Administrator	39.00%
Deputy Director of Development Services	05.00%
Deputy Public Works Director – Engineering	05.00%
Deputy Public Works Director – Maintenance	07.53%
Deputy Public Works Director – Utilities	01.40%
Environmental Compliance Manager	10.05%
Information Technology Manager	03.00%
Parks and Grounds Superintendent	13.75%
Planning Manager	07.85%
Recreation Manager	13.98%

These equity adjustments are cumulative and not compounded with the cost of living adjustments above.

1.3 Benchmark Classifications

The top step for the Division Fire Chief is benchmarked at fifteen percent (15.0%) above the top step of the Battalion Chief.

The top step for the Engineer - Senior is benchmarked at fifteen percent (15.0%) above the top step of the Civil Engineer – Associate.

The top step for the Parks Maintenance Manager is benchmarked at fifteen percent (15.0%) above the top step of the Parks Maintenance Supervisor.

1.4 Wage Reopeners

The parties agree to a reopen to discuss the City's financial position no later than the end of May in 2023 and 2024 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2023 and 2024 respectively, unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

1.5 Salary Schedule

Employees hired in any Mid-Manager position after November 25, 2017, will be on the 9-step salary schedule, attached as Appendix "C". The 9-step salary schedule has both the first step and last step the same as the 5-step salary schedule. The 5-Step salary schedules is attached as Appendix "B".

1.6 Bilingual Pay

Employees who are proficient in speaking a foreign language will receive \$100.00 per month for bilingual pay. The method of certifying proficiency and the determination of which languages will be covered under this program shall be determined by the City in consultation with the Mid-Managers Unit.

ARTICLE 2: PUBLIC EMPLOYEES' RETIREMENT SYSTEM

2.1 Retirement Terminology

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

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

A new member is defined as:

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- An individual who established prior membership in a retirement system and after a break in service of more than six months, returns to active membership in that system with a new employer.

2.2 Miscellaneous Member Retirement Formulas

- A. Employees hired before August 2, 1991, shall receive the 2.7% at 55 miscellaneous CalPERS formula with the one (1) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired between August 1, 1991, and July 1, 2012, shall receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after June 30, 2012, who are not classified as a new member shall receive the 2% at 55 miscellaneous CalPERS formula with the three (3) years final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- D. Employees hired after December 31, 2012 who are classified as new member shall receive the 2% at 62 miscellaneous CalPERS formula with the three (3) years final average compensation period. These employees shall pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- E. Miscellaneous retirement formulas have the following optional CalPERS retirement benefits:
 - Non-Industrial Disability Improved
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Post-Retirement Death Benefits \$500 lump sum
 - Survivor Allowance (PRSA)
 - 3% Retirement COLA

2.3 Fire Safety Member Retirement Formulas

- A. Employees hired before July 1, 2012, shall receive the 3% at 50 safety CalPERS formula with the three (3) years final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for

retirement purposes only. These members shall pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

- B. Employees hired after June 30, 2012, who are not classified as a new member shall receive the 3% at 55 safety CalPERS formula with the three (3) years final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after December 31, 2012 who are classified as new member shall receive the 2.7% at 57 safety CalPERS formula with the three (3) years final average compensation period. These employees shall pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- D. All retirement plans have the following optional CalPERS retirement benefits:
 - Sick Leave Service Credit
 - Non-Industrial Disability Standard
 - Industrial Disability Standard
 - Pre-Retirement Death Benefits:
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Special
 - Post-Retirement Death Benefits \$500 lump sum
 - Survivor Allowance (PRSA)
 - 3% Retirement COLA

ARTICLE 3: FLOATING HOLIDAYS

Employees receive two (2) floating holidays per fiscal year which must be used during the fiscal year. These two (2) floating holidays have no cash value and may not be carried over to a subsequent fiscal year. If any employee in this unit does not use either or both of these floating holidays during the fiscal year when the holidays are provided, the employee forfeits the unused floating holiday(s). Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rule 2.08 the Personnel Rules and Regulations.

ARTICLE 4: BENEFITS

4.1 Health Plans

- A. Employee Contributions:
Employee contributions are on a pre-tax basis.

B. Health Care Premium Cost:

The City shall pay 80% of the lowest cost health plan available to the majority of City employees.

C. Cash-in-Lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage shall be as follows:

- Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, shall be entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan available to the majority of City Employees.
- The employee making the election covered above, shall receive the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.
- The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the current lowest cost health plan available to the majority of City employees:

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

4.2 Dental and Vision Plans

The City pays 90% of the premium and employees pay 10% of the premium. Premiums will be based on periodic actuarial conducted by an outside consultant. Employees will participate in the City's Dental and Vision Plan in a manner provided in the adopted Dental and Vision Plan Agreements.

Effective January 1, 2020, for dental, the calendar year maximum shall increase to \$1,750 and for vision, the benefit maximum (as defined in the plan document) shall increase to \$600 every 24 months.

4.3 Life Insurance

Life insurance benefit amount of one hundred thousand dollars (\$100,000) shall be maintained for employees.

4.4 Employee Assistance Program (EAP)

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

4.5 Health Benefits Committee

The Mid-Managers Unit shall designate at least one (1) representative to the citywide health benefits committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee will also contain members from other employee groups.

4.6 Flexible Spending Account

The City will offer employee-funded Flexible Spending Accounts for both dependent care and medical.

4.7 Long Term Disability

The City provides a long-term disability program for employees.

4.8 Tuition Reimbursement

Tuition reimbursement is maximum of five thousand dollars (\$5,000) per fiscal year.

ARTICLE 5: DEFERRED COMPENSATION

Employees receive \$100.00 per month into their deferred compensation account.

ARTICLE 6: VACATION ACCRUAL

Employees accrue vacation will be as follows:

<u>Years of Service</u>	<u>Bi-Weekly Rate</u>
0-Completion of 4 years	4.0 hours
5-Completion of 10 years	5.5 hours
11-Completion of 15 years	6.5 hours
16 or more years	7.1 hours

Vacation Accrual and Post-Separation Contributions of Accrued Leave Hours

With respect to accrued vacation leave hours (as well as other leave hours described below) that are on the books at the time of an employee's separation, the City will make mandatory contributions of such hours as follows:

Upon separation from employment, for retirement from City service or otherwise, 100% of eligible leave, including sick, vacation, and administrative leave, (determined in accordance with City Rules and Regulations, applicable LOU and based upon length of service) shall be contributed on a mandatory basis for the benefit of the employee to the City's 457(b) plan by the City subject to the annual limitations on contributions to such plan, including catch up contribution limits if applicable. The eligible and remaining leave balance (determined in accordance with City Rules and Regulations, applicable LOU and based upon length of service) after the mandatory allocation to the 457(b) plan, shall be paid out to the employee in taxable compensation; provided that the total amount allocated to the 457(b) plan and paid as taxable compensation does not exceed the applicable limits as set forth in the LOU.

Example 1: An employee has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours and is separating from service (whether to retire or otherwise). If the employee is subject to the 50% limit of total accrued sick leave based on their

MOU and length of service, the employee would only have 1250 sick leave hours eligible for allocation. As such, only 1250 sick leave hours are considered eligible. The 1250 sick leave hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. 100% of accrued vacation hours are eligible for allocation. As such, 300 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours of the 1250 would be paid out as taxable compensation.

Example 2: An employee has 2500 hours of accrued sick leave and 300 hours of accrued vacation hours and is separating from service (whether to retire or otherwise). If the employee is subject to the 30% limit of total accrued sick leave based on their MOU and length of service, the employee would only have 750 sick leave hours eligible for allocation. As such, only 750 sick leave hours are considered "eligible". All 750 sick leave hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. 100% of accrued vacation hours are eligible for allocation. As such, all 300 hours would be contributed to the City's 457(b) plan, subject to the applicable contribution limits, and any remaining hours would be paid out as taxable compensation. For clarification of a related note, the PERS Sick Leave Conversion is not available for the miscellaneous employees in this unit.

ARTICLE 7: CERTIFICATIONS

The City pays the costs associated with obtaining and maintaining special certificates that are both required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment.

ARTICLE 8: ADMINISTRATIVE LEAVE

8.1 Allocation

Mid-Managers are exempt employees whose duties often require them to work outside of the City's typical business hours. In acknowledgement of such duties, bargaining unit employees shall be allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. For any employee who becomes a member mid-year, the employee shall be credited with a pro-rata amount of administrative leave for the balance of the year. Employees may use the leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment in order to delay the separation date.

8.2 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election shall be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year.

8.3 Maximum Carry Over

Employees shall be allowed to carry over a maximum of forty (40) hours of unused administrative leave to the next calendar year, subject to a maximum accrual cap of 160 administrative hours. Any unused administrative leave hours are paid out upon termination of employment.

8.4 Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours may be approved each year. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City.

ARTICLE 9: DUTY CHIEF ASSIGNMENT

Fire Department Mid-Manager in the position of Assistant Fire Chief shall be assigned as the Duty Chief. The schedule will be developed and approved by the Fire Chief. While assigned as the Duty Chief, the Mid-Manager shall be available for immediate emergency response within time frames established by the Fire Chief. Duty Chiefs shall be available to be immediately contacted by telephone, cellular telephone, radio and/or pager.

ARTICLE 10: UNIFORM ALLOWANCE

10.1 Fire Mid-Management

For all Mid-Management positions in the Fire Department, uniforms shall be issued and replaced by the City as is the current practice under the Memorandum of Understanding for the Firefighter's Association. It is further agreed that future changes in the amount of allowance will be accorded to the Mid-Managers Unit. Should the allowance be eliminated, decreased, or modified in any way, which would be a reduction in the benefit, the City and Mid-Managers Unit shall meet to discuss the impact of the changes.

10.2 Police Mid-Management

For the Administrative Manager position in the Police Department a uniform allowance of \$684.25 per year shall be paid. In the event of a uniform allowance increase for the Police Officers' Association Mid-Management positions shall be paid in accordance with the amount specified in the Memorandum of Understanding for the Police Officer's Association. Should the allowance be eliminated, decreased, or modified in any way, which would be a reduction in the benefit, the City and Mid-Managers Unit shall meet to discuss the impact of the changes.

ARTICLE 11: MID-MANAGEMENT REIMBURSEMENT POLICY

11.1 Reimbursable Excess Hours

Mid-Management employees who are required to work hours in excess of normal management expectations shall be reimbursed should the City bill for, and receive, reimbursement for their work performed.

11.2 Payment

Reimbursement for the Mid-Management employee will occur in the next normal pay period after the overtime occurs.

11.3 Rate

Reimbursement to the Mid-Management employee will occur at the salary rate billed by the City for Mid-Managers for those hours over the regularly scheduled salary only, not to exceed time and one-half. Employees will not be required to use vacation time while in a special assignment approved by their Department Head.

11.4 Retention by the City

The City will retain reimbursement received by the City in excess of the salary for the Mid-Managers.

11.5 Strike Team

Fire Mid-Management employees participating in Strike Team or Mutual Aid activities covered by the California Fire Assistance Agreement (CFAA) will be compensated at time and one-half for hours worked outside of regular duty hours when the City is being reimbursed at the time and one-half rate.

ARTICLE 12: DMV LICENSE EXAMINATION

Physical examinations for Mid-Managers who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department.

ARTICLE 13: SHORT TERM-DISABILITY

Employees are eligible for short term disability in a manner provided in the City's adopted Short Term Disability Plan. Any proposed changes to the Plan are subject to mutual consent.

ARTICLE 14: TERM AND TERMS OF AGREEMENT:

The terms of this Memorandum of Understanding shall be effective July 1, 2022 and continue in full force and effect through June 30, 2025. In the event that the Federal Government or State Legislature passes a law, or there is a Federal or State Executive Order or court decision affecting Yuba City which would prevent the City from implementing any part of this agreement or altering this agreement, both the City and Mid-Managers Unit agree to reopen the meet and confer process limited to the issue so affected.

It is mutually recommended by the undersigned that the modification contained herein be made applicable by the City Council on the date(s) indicated and/or by administrative rules, policies, regulations or procedures as are or may be subsequently required. Further, in conjunction with existing ordinances; resolutions, and City Manager procedures and policy regulations, rules and other regulations related to compensation,

benefits, working conditions and other terms and conditions of employment, the changes herein constitute the entire compensation plan for the employees covered by this Memorandum of Understanding.

This Agreement constitutes the full Agreement between the City of Yuba City and the Mid-Managers Unit and may not be modified without the mutual consent of both parties.

Date: _____

Date: 6/30/2022

City of Yuba City

Mid-Managers Unit

Diana Langley, City Manager

Ciara Wakefield
Ciara Wakefield

S. Chandler

Michael W. Jarvis, Liebert Cassidy Whitmore

Scott Chandler

Philip Marler
Philip Marler

Katherine Wills
Katherine Wills

Appendix A – Represented Classifications

The Mid-Managers Unit represents the following classifications:

Accounting Manager
Administrative Analyst III
Administrative Manager
Animal Services Manager
Assistant Chief – Fire
Assistant Chief – Fire Operations
Assistant Chief – Fire Administration
Assist Public Works Director
Assistant P.W. Director – Utilities
Chief Building Official
City Clerk Administrator
Deputy Director of Development Services
Deputy Public Works Director – Engineering
Deputy Public Works Director – Maintenance
Deputy Public Works Director – Utilities
Division Fire Chief
Engineer – Senior
Engineer – Senior – City Surveyor
Information Technology Manager
Park Maintenance Manager
Parks and Grounds Superintendent
Planner – Principal
Planning Manager
Project Manager
Public Works Superintendent
Regulatory Compliance Administrator
Utilities Superintendent

Appendix B – 5-Step Salary Schedule
Effective July 2, 2022
Employees Hired Prior To April 28, 2018

JCN	Classification	Salary Steps				
		1	2	3	4	5
7165	Accounting Manager	\$ 9,893	\$ 10,388	\$ 10,907	\$ 11,452	\$ 12,025
7070	Administrative Analyst Iii	\$ 7,647	\$ 8,029	\$ 8,430	\$ 8,852	\$ 9,294
7010	Administrative Manager	\$ 8,655	\$ 9,088	\$ 9,542	\$ 10,019	\$ 10,520
7125	Animal Services Manager	\$ 8,472	\$ 8,896	\$ 9,341	\$ 9,808	\$ 10,298
7112	Chief Building Official	\$ 9,711	\$ 10,197	\$ 10,707	\$ 11,242	\$ 11,804
7418	City Clerk Administrator	\$ 9,295	\$ 9,760	\$ 10,248	\$ 10,760	\$ 11,298
7185	Deputy Director Of Development Services	\$ 11,131	\$ 11,688	\$ 12,272	\$ 12,886	\$ 13,530
7175	Deputy P.W. Director - Engineering	\$ 11,131	\$ 11,688	\$ 12,272	\$ 12,886	\$ 13,530
7195	Deputy P.W. Director - Maintenance	\$ 9,249	\$ 9,711	\$ 10,197	\$ 10,707	\$ 11,242
7160	Deputy P.W. Director - Utilities	\$ 9,841	\$ 10,333	\$ 10,850	\$ 11,392	\$ 11,962
7110	Division Fire Chief	\$ 11,350	\$ 11,918	\$ 12,514	\$ 13,140	\$ 13,797
7120	Engineer - Senior	\$ 9,211	\$ 9,672	\$ 10,156	\$ 10,664	\$ 11,198
7200	Environmental Compliance Manager	\$ 8,946	\$ 9,393	\$ 9,863	\$ 10,356	\$ 10,874
7105	Information Technology Manager	\$ 9,669	\$ 10,152	\$ 10,660	\$ 11,193	\$ 11,753
7043	Park Maintenance Manager	\$ 6,826	\$ 7,167	\$ 7,525	\$ 7,901	\$ 8,296
7044	Parks And Grounds Superintendent	\$ 8,472	\$ 8,896	\$ 9,341	\$ 9,808	\$ 10,298
7060	Planning Manager	\$ 9,276	\$ 9,740	\$ 10,227	\$ 10,738	\$ 11,275
7085	Project Manager	\$ 7,763	\$ 8,151	\$ 8,559	\$ 8,987	\$ 9,436
7046	Recreation Manager	\$ 7,943	\$ 8,340	\$ 8,757	\$ 9,195	\$ 9,654

Appendix C – 9-Step Salary Schedule

Effective July 2, 2022

Employees Hired On Or After April 28, 2018

JCN	Classification	Salary Steps								
		1	2	3	4	5	6	7	8	9
7565	Accounting Manager	\$ 9,893	\$ 10,141	\$ 10,388	\$ 10,648	\$ 10,907	\$ 11,180	\$ 11,452	\$ 11,738	\$ 12,025
7470	Administrative Analyst Iii	\$ 7,647	\$ 7,838	\$ 8,029	\$ 8,230	\$ 8,430	\$ 8,641	\$ 8,852	\$ 9,073	\$ 9,294
7410	Administrative Manager	\$ 8,655	\$ 8,872	\$ 9,088	\$ 9,315	\$ 9,542	\$ 9,781	\$ 10,019	\$ 10,270	\$ 10,520
7525	Animal Services Manager	\$ 8,472	\$ 8,684	\$ 8,896	\$ 9,119	\$ 9,341	\$ 9,575	\$ 9,808	\$ 10,053	\$ 10,298
7512	Chief Building Official	\$ 9,711	\$ 9,954	\$ 10,197	\$ 10,452	\$ 10,707	\$ 10,975	\$ 11,242	\$ 11,523	\$ 11,804
7419	City Clerk Administrator	\$ 9,295	\$ 9,528	\$ 9,760	\$ 10,004	\$ 10,248	\$ 10,504	\$ 10,760	\$ 11,029	\$ 11,298
7585	Deputy Director Of Development Services	\$ 11,131	\$ 11,410	\$ 11,688	\$ 11,980	\$ 12,272	\$ 12,579	\$ 12,886	\$ 13,208	\$ 13,530
7575	Deputy P.W. Director - Engineering	\$ 11,131	\$ 11,410	\$ 11,688	\$ 11,980	\$ 12,272	\$ 12,579	\$ 12,886	\$ 13,208	\$ 13,530
7595	Deputy P.W. Director - Maintenance	\$ 9,249	\$ 9,480	\$ 9,711	\$ 9,954	\$ 10,197	\$ 10,452	\$ 10,707	\$ 10,975	\$ 11,242
7560	Deputy P.W. Director - Utilities	\$ 9,841	\$ 10,087	\$ 10,333	\$ 10,592	\$ 10,850	\$ 11,121	\$ 11,392	\$ 11,677	\$ 11,962
7510	Division Fire Chief	\$ 11,350	\$ 11,634	\$ 11,918	\$ 12,216	\$ 12,514	\$ 12,827	\$ 13,140	\$ 13,468	\$ 13,797
7520	Engineer - Senior	\$ 9,211	\$ 9,442	\$ 9,672	\$ 9,914	\$ 10,156	\$ 10,410	\$ 10,664	\$ 10,931	\$ 11,198
7600	Environmental Compliance Manager	\$ 8,946	\$ 9,170	\$ 9,393	\$ 9,628	\$ 9,863	\$ 10,110	\$ 10,356	\$ 10,615	\$ 10,874
7505	Information Technology Manager	\$ 9,669	\$ 9,911	\$ 10,152	\$ 10,406	\$ 10,660	\$ 10,927	\$ 11,193	\$ 11,473	\$ 11,753
7443	Park Maintenance Manager	\$ 6,826	\$ 6,997	\$ 7,167	\$ 7,346	\$ 7,525	\$ 7,713	\$ 7,901	\$ 8,099	\$ 8,296
7444	Parks And Grounds Superintendent	\$ 8,472	\$ 8,684	\$ 8,896	\$ 9,119	\$ 9,341	\$ 9,575	\$ 9,808	\$ 10,053	\$ 10,298
7460	Planning Manager	\$ 9,276	\$ 9,508	\$ 9,740	\$ 9,984	\$ 10,227	\$ 10,483	\$ 10,738	\$ 11,007	\$ 11,275
7485	Project Manager	\$ 7,763	\$ 7,957	\$ 8,151	\$ 8,355	\$ 8,559	\$ 8,773	\$ 8,987	\$ 9,212	\$ 9,436
7046	Recreation Manager	\$ 7,943	\$ 8,142	\$ 8,340	\$ 8,549	\$ 8,757	\$ 8,976	\$ 9,195	\$ 9,425	\$ 9,654

ATTACHMENT 5

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

CLASSIFICATION	Group	SALARY STEPS						
		1	2	3	4	5	6	
7165* ACCOUNTING MANAGER	MM	9,893	10,388	10,907	11,452	12,025		Monthly
		57.08	59.93	62.93	66.07	69.38		Hourly
7070* ADMINISTRATIVE ANALYST III	MM	7,647	8,029	8,430	8,852	9,294		Monthly
		44.12	46.32	48.63	51.07	53.62		Hourly
7010* ADMINISTRATIVE MANAGER	MM	8,655	9,088	9,542	10,019	10,520		Monthly
		49.93	52.43	55.05	57.80	60.69		Hourly
7125* ANIMAL SERVICES MANAGER	MM	8,472	8,896	9,341	9,808	10,298		Monthly
		48.88	51.32	53.89	56.58	59.41		Hourly
7112* CHIEF BUILDING OFFICIAL	MM	9,711	10,197	10,707	11,242	11,804		Monthly
		56.03	58.83	61.77	64.86	68.10		Hourly
7418* CITY CLERK ADMINISTRATOR	MM	9,295	9,760	10,248	10,760	11,298		Monthly
		53.63	56.31	59.12	62.08	65.18		Hourly
7185 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,131	11,688	12,272	12,886	13,530		Monthly
		64.22	67.43	70.80	74.34	78.06		Hourly
7175* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,131	11,688	12,272	12,886	13,530		Monthly
		64.22	67.43	70.80	74.34	78.06		Hourly
7195* DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,249	9,711	10,197	10,707	11,242		Monthly
		53.36	56.03	58.83	61.77	64.86		Hourly
7160* DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,841	10,333	10,850	11,392	11,962		Monthly
		56.78	59.61	62.60	65.72	69.01		Hourly
7110* DIVISION FIRE CHIEF	MM	11,350	11,918	12,514	13,140	13,797		Monthly
		65.48	68.76	72.20	75.81	79.60		Hourly

7120*	ENGINEER - SENIOR	MM	9,211	9,672	10,156	10,664	11,198	Monthly
			53.14	55.80	58.59	61.52	64.60	Hourly
7200*	ENVIRONMENTAL COMPLIANCE MANAGER	MM	8,946	9,393	9,863	10,356	10,874	Monthly
			51.61	54.19	56.90	59.75	62.74	Hourly
7105*	INFORMATION TECHNOLOGY MANAGER	MM	9,669	10,152	10,660	11,193	11,753	Monthly
			55.78	58.57	61.50	64.58	67.81	Hourly
7043*	PARK MAINTENANCE MANAGER	MM	6,826	7,167	7,525	7,901	8,296	Monthly
			39.38	41.35	43.41	45.58	47.86	Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,472	8,896	9,341	9,808	10,298	Monthly
			48.88	51.32	53.89	56.58	59.41	Hourly
7060*	PLANNING MANAGER	MM	9,276	9,740	10,227	10,738	11,275	Monthly
			53.52	56.19	59.00	61.95	65.05	Hourly
7085*	PROJECT MANAGER	MM	7,763	8,151	8,559	8,987	9,436	Monthly
			44.79	47.03	49.38	51.85	54.44	Hourly
7046*	RECREATION MANAGER	MM	7,943	8,340	8,757	9,195	9,654	Monthly
			45.83	48.12	50.52	53.05	55.70	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).

EMPLOYEE BARGAINING GROUPS

CON - Confidential
PUE, Local #1 - General Employees
DH - Department Head
MM - Middle Manager
FM - Fire Management

FLM - 1st Level Manager
PD - Police Department
FIRE - Fire Department
PSMM - Police Sworn Mid Manager
PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

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

CLASSIFICATION	Group	SALARY STEPS										
		1	2	3	4	5	6	7	8	9	10	11
7565* ACCOUNTING MANAGER	MM	9,893	10,141	10,388	10,648	10,907	11,180	11,452	11,739	12,025		Monthly
		57.08	58.51	59.93	61.43	62.93	64.50	66.07	67.73	69.38		Hourly
7470* ADMINISTRATIVE ANALYST III	MM	7,647	7,838	8,029	8,230	8,430	8,641	8,852	9,073	9,294		Monthly
		44.12	45.22	46.32	47.48	48.63	49.85	51.07	52.34	53.62		Hourly
7410* ADMINISTRATIVE MANAGER	MM	8,655	8,872	9,088	9,315	9,542	9,781	10,019	10,270	10,520		Monthly
		49.93	51.18	52.43	53.74	55.05	56.43	57.80	59.25	60.69		Hourly
7525* ANIMAL SERVICES MANAGER	MM	8,472	8,684	8,896	9,119	9,341	9,575	9,808	10,053	10,298		Monthly
		48.88	50.10	51.32	52.61	53.89	55.24	56.58	58.00	59.41		Hourly
7512* CHIEF BUILDING OFFICIAL	MM	9,711	9,954	10,197	10,452	10,707	10,975	11,242	11,523	11,804		Monthly
		56.03	57.43	58.83	60.30	61.77	63.32	64.86	66.48	68.10		Hourly
7419* CITY CLERK ADMINISTRATOR	MM	9,295	9,528	9,760	10,004	10,248	10,504	10,760	11,029	11,298		Monthly
		53.63	54.97	56.31	57.72	59.12	60.60	62.08	63.63	65.18		Hourly
7585 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,131	11,410	11,688	11,980	12,272	12,579	12,886	13,208	13,530		Monthly
		64.22	65.83	67.43	69.12	70.80	72.57	74.34	76.20	78.06		Hourly
7575* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,131	11,410	11,688	11,980	12,272	12,579	12,886	13,208	13,530		Monthly
		64.22	65.83	67.43	69.12	70.80	72.57	74.34	76.20	78.06		Hourly
7595* DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,249	9,480	9,711	9,954	10,197	10,452	10,707	10,975	11,242		Monthly
		53.36	54.69	56.03	57.43	58.83	60.30	61.77	63.32	64.86		Hourly
7560* DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,841	10,087	10,333	10,592	10,850	11,121	11,392	11,677	11,962		Monthly
		56.78	58.19	59.61	61.11	62.60	64.16	65.72	67.37	69.01		Hourly
7510* DIVISION FIRE CHIEF	MM	11,350	11,634	11,918	12,216	12,514	12,827	13,140	13,468	13,797		Monthly
		65.48	67.12	68.76	70.48	72.20	74.00	75.81	77.70	79.60		Hourly
7520* ENGINEER - SENIOR	MM	9,211	9,442	9,672	9,914	10,156	10,410	10,664	10,931	11,198		Monthly
		53.14	54.47	55.80	57.20	58.59	60.06	61.52	63.06	64.60		Hourly
7600* ENVIRONMENTAL COMPLIANCE MANAGER	MM	8,946	9,170	9,393	9,628	9,863	10,110	10,356	10,615	10,874		Monthly
		51.61	52.90	54.19	55.55	56.90	58.33	59.75	61.24	62.74		Hourly

7505*	INFORMATION TECHNOLOGY MANAGER	MM	9,669	9,911	10,152	10,406	10,660	10,927	11,193	11,473	11,753	Monthly
			55.78	57.18	58.57	60.03	61.50	63.04	64.58	66.19	67.81	Hourly
7443*	PARK MAINTENANCE MANAGER	MM	6,826	6,997	7,167	7,346	7,525	7,713	7,901	8,099	8,296	Monthly
			39.38	40.37	41.35	42.38	43.41	44.50	45.58	46.73	47.86	Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,472	8,684	8,896	9,119	9,341	9,575	9,808	10,053	10,298	Monthly
			48.88	50.10	51.32	52.61	53.89	55.24	56.58	58.00	59.41	Hourly
7460*	PLANNING MANAGER	MM	9,276	9,508	9,740	9,984	10,227	10,483	10,738	11,007	11,275	Monthly
			53.52	54.85	56.19	57.60	59.00	60.48	61.95	63.50	65.05	Hourly
7485*	PROJECT MANAGER	MM	7,763	7,957	8,151	8,355	8,559	8,773	8,987	9,212	9,436	Monthly
			44.79	45.91	47.03	48.20	49.38	50.61	51.85	53.15	54.44	Hourly
7446*	RECREATION MANAGER	MM	7,943	8,142	8,340	8,549	8,757	8,976	9,195	9,425	9,654	Monthly
			45.83	46.97	48.12	49.32	50.52	51.78	53.05	54.38	55.70	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).

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

ATTACHMENT 6

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Confidential - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
1050	ADMINISTRATIVE ANALYST I	CON	6,256	6,569	6,897	7,242	7,604	Monthly
			36.09	37.90	39.79	41.78	43.87	Hourly
1052	ADMINISTRATIVE ANALYST II	CON	6,883	7,227	7,588	7,967	8,365	Monthly
			39.71	41.69	43.78	45.96	48.26	Hourly
1045	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,305	5,570	5,848	6,140	6,447	Monthly
			30.61	32.13	33.74	35.42	37.19	Hourly
1018	HUMAN RESOURCES TECHNICIAN I	CON	4,177	4,386	4,605	4,835	5,076	Monthly
			24.10	25.30	26.57	27.89	29.29	Hourly
1020	HUMAN RESOURCES TECHNICIAN II	CON	4,594	4,824	5,065	5,318	5,584	Monthly
			26.50	27.83	29.22	30.68	32.22	Hourly
1062	MANAGEMENT ANALYST	CON	7,570	7,949	8,346	8,763	9,201	Monthly
			43.67	45.86	48.15	50.56	53.08	Hourly

CONFIDENTIAL EMPLOYEES WHO ARE CERTIFIED AS BILINGUAL WILL RECEIVE A BILINGUAL PAY INCENTIVE OF \$100 PER MONTH

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JULY 2, 2022**

Confidential - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS									
			1	2	3	4	5	6	7	8	9	
1250	ADMINISTRATIVE ANALYST I	CON	6,256	6,413	6,569	6,733	6,897	7,070	7,242	7,423	7,604	Monthly
			36.09	37.00	37.90	38.84	39.79	40.79	41.78	42.83	43.87	Hourly
1252	ADMINISTRATIVE ANALYST II	CON	6,883	7,055	7,227	7,408	7,588	7,778	7,967	8,166	8,365	Monthly
			39.71	40.70	41.69	42.74	43.78	44.87	45.96	47.11	48.26	Hourly
1245	EXECUTIVE ASSISTANT TO THE CITY MANAGER	CON	5,305	5,438	5,570	5,709	5,848	5,994	6,140	6,293	6,447	Monthly
			30.61	31.37	32.13	32.94	33.74	34.58	35.42	36.31	37.19	Hourly
1218	HUMAN RESOURCES TECHNICIAN I	CON	4,177	4,282	4,386	4,496	4,605	4,720	4,835	4,956	5,076	Monthly
			24.10	24.70	25.30	25.94	26.57	27.23	27.89	28.59	29.29	Hourly
1220	HUMAN RESOURCES TECHNICIAN II	CON	4,594	4,709	4,824	4,945	5,065	5,192	5,318	5,451	5,584	Monthly
			26.50	27.17	27.83	28.53	29.22	29.95	30.68	31.45	32.22	Hourly
1262	MANAGEMENT ANALYST	CON	7,570	7,760	7,949	8,148	8,346	8,555	8,763	8,982	9,201	Monthly
			43.67	44.77	45.86	47.01	48.15	49.36	50.56	51.82	53.08	Hourly

CONFIDENTIAL EMPLOYEES WHO ARE CERTIFIED AS BILINGUAL WILL RECEIVE A BILINGUAL PAY INCENTIVE OF \$100 PER MONTH

EMPLOYEE BARGAINING GROUPS

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

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Residential Street Light Maintenance District Annual Levy Initiation
Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982
Fiscal Impact: Receipt of assessments and expenditures of funds associated with lighting maintenance districts throughout the City.

Purpose:

To initiate proceedings for the continuation of the levy of Assessments for Fiscal Year 2022-23 within the Residential Street Light Maintenance Districts, pursuant to the provisions of the Benefit Assessment Act of 1982 and Article XIIID of the California Constitution.

Background:

The City annually levies and collects special assessments in order to maintain and service streetlights in the Walton Avenue Area and Tierra Buena Area. The Districts were formed while the areas were under the County's jurisdiction, and the City took over the administration of the Districts when they were annexed into the City. Prior to 2009, the Districts were historically charged the maximum levy which allowed the reserves to build up.

Analysis:

The proposed action of ordering the Engineer of Work to file a report for the Districts is the first step in the annual levy process. This step allows staff to review expenses and revenues for the Districts, determine how to best levy the Districts such that revenues meet or exceed expenditures, and appropriate reserve balances are maintained, and ultimately file a report which will be reviewed and approved by City Council. Once the report is approved by Council, a Public Hearing will be held for the Districts' annual levy.

Fiscal Impact:

Staff time and consultant expenditures within budgeted administration amounts will be required to

prepare and file the reports. The proposed assessments for Fiscal Year 2022-23 will be available for review, and analyzed in depth at the time of the Annual Report Approval.

Alternatives:

1. Do not order the Engineer of Work to file a report for the Districts. This will result in delays to the annual levy process, ultimately causing the City to file with the County Auditor after the legal deadline.

Recommendation:

Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982.

Attachments:

1. Attachment 1 - Resolution RSLM Initiation

Prepared By:
Josh Wolfe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ORDERING THE ENGINEER OF WORK TO FILE A REPORT FOR THE ANNUAL
ASSESSMENT FOR FISCAL YEAR 2022-23 FOR THE YUBA CITY RESIDENTIAL STREET
LIGHT MAINTENANCE DISTRICT (WALTON AREA) AND YUBA CITY RESIDENTIAL
STREET LIGHT MAINTENANCE DISTRICT (TIERRA BUENA AREA)**

WHEREAS, the City Council of the City of Yuba City previously formed Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.6, Section 54703 et seq. (hereafter referred to as the "Act"); and

WHEREAS, a Report (hereafter referred to as the "Formation Report") was prepared, filed and approved by the City Council in connection with each of the Districts and the levy of said assessments, pursuant to Section 54716 of said Act; and

WHEREAS, the City Council conducted property owner protest proceedings relating to the improvements and services described in the Formation Report and the levy and collection of annual assessments and an assessment range formula related thereto, including cost of living adjustments (COLAs) for each of the Districts in accordance with the provisions of the California Constitution Article XIID (Proposition 218); and

WHEREAS, the Council desires to direct and authorize the City Engineer to assist with the calculation and establishment of the assessments and to prepare and file a budget report(s) (hereafter referred to as the ("Engineer's Report") with the City Clerk, generally describing how the Districts were formed, the improvements and services within the Districts, the method of apportionment and dispensation of the benefits, and the budget containing the costs and proposed levy amounts for funding the benefits and the assessment roll.

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

1. There are no proposed new improvements or any substantial changes in existing improvements for Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"). The City Engineer is hereby ordered to prepare and file an Engineer's Report(s) for the annual assessment for Fiscal Year 2022-23 for the Districts.

2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of July, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Lighting and Landscape Maintenance District No. 1 FY 2022-23 Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972

Fiscal Impact: Receipt of assessments and expenditures of funds for Landscape Maintenance District No. 1.

Purpose:

To continue to provide Lighting and Landscape Maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Background:

The City annually levies and collects a special assessment in order to maintain and service landscaping that provides special benefit to the parcels identified in Landscape Maintenance District 1. The assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed.

District 1 (District) includes the Stabler Lane area (A) and Garden Highway area (B, B_1, and B_2). Zones A and B do not have provisions for a cost of living adjustment (COLA) and have historically been charged the maximum levy allowed in order to cover the expenses. Zones B_1 and B_2 are recently formed zones of benefit and do have provisions for a COLA which is based on the Consumer Price Index from January to January.

In previous years, the expenditures in District No. 1 exceeded the revenue due to increasing costs and the lack of COLA provisions, creating negative Reserve Fund Balances.

The City has addressed these negative fund balances with aggressive cost-cutting measures and transfers from the General Fund and Streets and Road Fund. The City has reduced professional services, water, and administration expenses, allowing the revenue to exceed the expenditures in District No. 1.

The City previously attempted to modify District No. 1 to include the COLA provisions, but residents within the District opposed the modification. Without the ability to increase rates, the cost to maintain the district has exceeded revenues received from the assessments. In order to restore maintenance levels, the City could again approach property owners about approving an assessment increase through a Proposition 218 process.

Analysis:

The proposed action of ordering the Engineer of Work to file a report for the District is the first step in the annual levy process. This step allows staff to review expenses and revenues for the District, determine how to best levy the District such that revenues meet or exceed expenditures and appropriate reserve balances are maintained, and ultimately file a report which will be reviewed and approved by Council. Once the report is approved by Council, a Public Hearing will be held for the District's annual levy.

Fiscal Impact:

Staff time and consultant expenditures within budgeted administration amounts will be required to prepare and file the report. The proposed assessments for Fiscal Year 2022-23 will be available for review, and analyzed in depth at the time of the Annual Report Approval.

Alternatives:

1. Do not order the Engineer of Work to file a report for the District. This may result in delays to the annual levy process due to noticing requirements, which ultimately may cause the City to file with the County Auditor after the legal deadline.
2. Direct staff to approach property owners about approving an assessment increase through a Proposition 218 process.

Recommendation:

Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, to continue the Maintenance District, pursuant to the Landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1 - Resolution LLMD 1 Initiation

Prepared By:

Josh Wolfe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESCRIBING IMPROVEMENTS AND ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1
(STABLER LANE/GARDEN HIGHWAY AREA) FOR THE 2022-23 FISCAL YEAR**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 requires the review of annual assessment of existing Districts; and

WHEREAS, Landscape Maintenance District No. 1 has been formed pursuant to the Landscaping and Lighting Act of 1972, and has been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires that assessments be levied and collected in said assessment district for the 2022-23 Fiscal Year in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council wishes to secure an engineer's report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California.

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

1. There are no proposed new improvements or any substantial changes in existing improvements for Landscape Maintenance District No. 1. The City Engineer is hereby ordered to prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for Fiscal Year 2021-22 Landscape Maintenance District No. 1 assessments.

2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of July, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Lighting and Landscape Maintenance District Nos. 2-6 FY 2022-23 Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file reports with regard to Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6, to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972

Fiscal Impact: Receipt of assessments and expenditures of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide Lighting and Landscape Maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in Lighting and Landscape Maintenance Districts 2-6(Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed.

District Nos. 2 (Town Square Area); 3, 4, and 5 (69 subdivisions located throughout the City); and 6 (several commercial areas throughout the City) have provisions for a Cost of Living Adjustment (COLA), which is based on the Consumer Price Index from January to January.

Analysis:

The proposed action of ordering the Engineer of Work to file a report for the Districts is the first step in the annual levy process. This step allows staff to review expenses and revenues for the Districts, determine how to best levy the Districts such that revenues meet or exceed expenditures, and appropriate reserve balances are maintained, and ultimately file a report which will be reviewed and approved by City Council. Once the report is approved by Council, a Public Hearing will be held for the Districts' annual levy.

Fiscal Impact:

Staff time and consultant expenditures within budgeted administration amounts will be required to prepare and file the reports. The proposed assessments for Fiscal Year 2022-23 will be available for review, and analyzed in depth at the time of the Annual Report Approval.

Alternatives:

Do not order the Engineer of Work to file a report for the Districts. This will result in delays to the annual levy process, ultimately causing the City to file with the County Auditor after the legal deadline.

Recommendation:

Adopt a Resolution describing improvements and ordering the Engineer of Work to file reports with regard to Yuba City Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6, to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1 - Resolution LLMD 2-6 Initiation

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESCRIBING IMPROVEMENTS AND ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NOS. 2, 3, 4, & 5 (TOWN CENTER AND 69 SUBDIVISIONS THROUGHOUT YUBA
CITY) AND YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6
(COMMERCIAL DISTRICT) FOR THE 2022-23 FISCAL YEAR**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 requires the review of annual assessment of existing Districts; and

WHEREAS, Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6 have been formed pursuant to the Landscaping and Lighting Act of 1972, and have been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires that assessments be levied and collected in said assessment districts for the 2022-23 Fiscal Year in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council wishes to secure an engineer's report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California.

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

1. There are no proposed new improvements or any substantial changes in existing improvements for Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6. The City Engineer is hereby ordered to prepare and file reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for fiscal year 2022-23 Lighting and Landscape Maintenance District Nos. 2, 3, 4, 5, and 6 assessments.

2. This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of July, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY
STAFF REPORT

Date: July 5, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Second Groundwater Well – Award for Construction of Below Ground Facilities

Recommendation: Adopt a Resolution which takes the following actions:

- A. Award a construction contract to Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA in the amount of their total bid of \$929,159 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- B. Adopt the Initial Study/Mitigated Negative Declaration for the Second Groundwater Well Project

Fiscal Impact: \$1,219,107 – Total Project Cost CIP Account No. 1191-65501 (Second Groundwater Well)
 \$929,159 – Contract Award Amount
 \$94,474 – Hydrogeologic Services during Well Construction
 \$77,558 – Engineering Services during Well Construction
 \$25,000 – Project/Construction Management
 \$92,916 – Construction Contingency (10%)

Purpose:

To provide additional water resources by securing access to groundwater at the Water Treatment Plant.

Council's Strategic Goals:

The project addresses the City Council's Strategic Goal of Improving the City's Infrastructure.

Background:

The United States Bureau of Reclamation (USBR) has awarded the City of Yuba City a \$750,000 grant for the construction of a new potable groundwater well. A California Environmental Quality Act (CEQA) document and a USBR-approved National Environmental Protection Act (NEPA) document have both been completed.

Construction of the new well will be broken down into two phases. The first phase is construction of the below-ground facilities, which involves drilling approximately 400 feet below the surface. At predetermined depths, samples will be taken where preliminary data has suggested there is a suitable groundwater aquifer. The data from the samples will help determine the yield of the well so equipment can be appropriately designed based on that yield. The anticipated yield from previous studies is approximately 2 million gallons per day.

The second phase would be to construct the above-ground facilities for the well including a three-sided structure, electrical cabinets, pump related equipment and plumbing. The City's design consultant is expected to complete a 90% draft of plans and specifications for the above-ground facilities by September 2022.

Analysis:

The below-ground phase of the Second Groundwater Well Project was advertised for bids beginning May 18, 2022. Plans and Specifications were provided to local builder/contractor exchanges. On June 9, 2022 two bids were received and opened by the Assistant to the City Manager. A list of the bids received and the Engineer's Estimate are shown below:

<u>Company</u>	<u>Total Bid</u>
Engineer's Estimate	\$956,283
Nor-Cal Pump and Well Drilling, Inc., Yuba City	\$929,159
Pacific Coast Well Drilling, Paso Robles	\$1,144,014

Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA is the low, responsible, and responsive bidder.

Fiscal Impact:

Contract administration will be performed by Public Works Department staff. Additionally, the City has previously contracted with West Yost & Associates for Hydrogeologic and Engineering services during construction of the well. The estimated total construction cost for the project is approximately \$1,219,107, which consists of the following components:

Construction Contract:	\$929,159
Hydrogeologic Services	\$94,474
Engineering Services during Well Construction	\$77,558
Construction Management	\$25,000
Construction Contingency (10%)	\$92,916

Total:	\$1,219,107
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The project will be funded through CIP Account No. 1191-65501 (Second Groundwater Well). Currently, there is approximately \$4.15 million of available funds for the project, including \$750,000 in USBR grant funds.

Environmental:

A draft Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and filed with the State Clearinghouse (SCH # 2022050477) and posted for public comment on May 23, 2022. Comments were received from two state agencies; the California Department of Fish and Wildlife and the Central Valley Regional Water Quality Control Board. Staff have reviewed the comments and have refined the IS/MND to provide additional clarity to certain issues to address the comments provided by the agencies. These refinements are included in "Appendix F" to the IS/MND and are attached to the

proposed resolution. Staff is recommending Council adopt the IS/MND as clarified by Appendix F. A copy of the IS/MND can be found at <https://www.yubacity.net/secondgroundwaterwell>.

Alternatives:

1. Do not award the contract and reject all bids. Federal grant funding is required to be spent by the end of 2022.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Award a construction contract to Nor-Cal Pump and Well Drilling, Inc. of Yuba City, CA in the amount of their total bid of \$929,159 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.
- B. Adopt the Initial Study/Mitigated Negative Declaration for the Second Groundwater Well Project.

Attachments:

1. Resolution - Second Groundwater Well - Award for Construction and Including Appendix F to ISMND

Prepared By:
William Jow
Assistant Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A CONSTRUCTION CONTRACT TO NOR-CAL PUMP & WELL DRILLING, INC. FOR THE CONSTRUCTION OF THE BELOW-GROUND FACILITIES FOR THE SECOND GROUNDWATER WELL, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT SUBJECT TO REVIEW AND APPROVAL AS TO LEGAL FORM BY THE CITY ATTORNEY, AND ADOPT THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE SECOND GROUNDWATER WELL PROJECT

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Second Groundwater Well Project (Project); and

WHEREAS, in response to the advertisement, the City received two (2) bids for the following bid amounts:

Nor-Cal Pump & Well Drilling, Inc.	\$919,159.00
Pacific Coast Well Drillers, Inc.	\$1,144,014.00; and

WHEREAS, the City Public Works Department has reviewed the two (2) bids, and having examined Nor-Cal Pump & Well Drilling, Inc. and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and

WHEREAS, an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the Project which assessed potential environmental impacts of the entire project as required by the California Environmental Quality Act (CEQA); and

WHEREAS, the City is the lead agency on the Project for CEQA compliance, and

WHEREAS, the City filed the IS/MND with the State Clearinghouse (SCH# 2022050477) for public comment on May 23, 2022.

WHEREAS, during the CEQA public comment period the City received comments from the California Department of Fish and Wildlife and the Central Valley Regional Water Quality Control Board; and

WHEREAS, City staff have carefully reviewed the comments and have prepared refinements as set forth in "Appendix F" to the mitigated negative declaration in order to provide additional clarity to certain issues regarding the same; and

WHEREAS, the City desires to award the bid to Nor-Cal Pump & Well Drilling, Inc to construct the Project and adopt the mitigated negative declaration; and

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. The City Council of the City of Yuba City does hereby accept the two (2) bids received as noted above.
3. On the basis of findings in Section 2, the City Council further finds Nor-Cal Pump & Well Drilling, Inc is the lowest responsive and responsible bidder, and awards the Construction Contract Agreement to Nor-Cal Pump & Well Drilling, Inc. of Yuba City, CA for the construction of the below ground facilities for the Second Groundwater Well Project in the amount of \$929,159, subject to material terms.
4. CEQA Findings. The City Council has fully considered the MND and finds that the project is consistent with, and has been fully assessed by, the MND. In this regard, based on the Council's independent judgement and analysis and record before it, the Council additionally finds as follows:
 - a. The MND reflects the Council's independent judgement and analysis.
 - b. The project mitigation imposed, as described in the Initial Study and supporting documents, will avoid any potentially significant effects to a point where no significant adverse impact on the environment will occur, and there is no substantial evidence in the record that this project may have any direct, indirect or cumulative effects on the environment that are potentially significant and adverse.
 - c. The proposed project will not result in any adverse effects which fall within the "Mandatory Findings of Significance" contained in Section 15065 of the State CEQA Guidelines.
 - d. The mitigation measures are feasible and shall become binding upon the entity assigned thereby to implement the particular mitigation measures.
 - e. The changes described in the attached Appendix F to the MND (Exhibit "A") do not result in "substantial revisions" as contemplated by CEQA Guidelines Section 15073.5. No new, avoidable significant effect is identified, and no mitigation measures or project revisions were added after circulation in order to reduce the effect to insignificance. Likewise, the clarifications do not reflect any proposed mitigation measures or project revisions that will not reduce potential effects to less than significance and new measures or revisions must be required. In this regard, the City Council further finds that CEQA Guidelines Section 15073.5(c) does not require recirculation of the draft MND as i) the refinements merely clarify, amplify, or make insignificant modifications to the negative declaration; ii) refinements to mitigation measures are either equally or more effective as contemplated by CEQA Guidelines Section 15074.1; iii) to the extent that the refinements to the mitigation result in revisions to the project, such project revisions do not create new, avoidable, significant effects; and iv) the measures or conditions of project approval added after circulation of the draft MND are not required by CEQA, and do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.

The City Council also finds and determines that in light of the entire administrative record and the substantial evidence before it, the Project has been adequately environmentally assessed as required by CEQA per the MND.

5. Adoption of MND and Mitigation Monitoring and Reporting Program. Based on the foregoing, the City Council hereby adopts the Mitigated Negative Declaration for the project, including the associated mitigation monitoring and reporting program as clarified in Appendix F to the MND, as the project will not result in any significant, adverse, environmental impacts with the mitigation imposed. The Department of Public Works located at Yuba City Hall at 1201 Civic Center Blvd., Yuba City, CA 95993 shall serve as the custodian of all documents or other material which constitutes the record of proceedings upon which the Council's adoption of this Mitigated Negative Declaration is based. The Council authorizes and directs the Public Works Director, or designee, to execute and file with the Sutter County Clerk, as appropriate, a Notice of Determination for the approval of the project that complies with the CEQA Guidelines.
6. The City Council of the City of Yuba City authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.
7. This Resolution shall become effective immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of July 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

Attachment(s):

Exhibit A – Construction Contract Agreement

Exhibit B – Appendix F – Clarifications to IS/MND and Updated MMRP

CONTRACTING REQUIREMENTS

SECTION 00510

AGREEMENT

AGREEMENT FOR THE CONSTRUCTION OF

MUNICIPAL WELL NO. 2

PROJECT NO. 18-18

(Document will be re-typed after Contract Award)

THIS AGREEMENT made and entered into this ____ day of _____, 2022, between the City of Yuba City, a public entity in Sutter County, organized and existing under the laws of the State of California, hereinafter referred to as the "City" or "Owner" and , _____, hereinafter referred to as the "Contractor";

RECITALS

WHEREAS, the City Council heretofore caused Drawings and Specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the Drawings and Specifications; and

WHEREAS, the City Council did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the City within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the City publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible Bidder for the performance of the Work, and the City Council, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the City and Contractor agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Work. The Contractor shall furnish all labor, materials, tools, apparatus, equipment, transportation, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner to the satisfaction of the City all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: Municipal Well No. 2. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished and installed as part of this Contract at no additional cost to the City.

1.2 Location of Work. The Work will be performed at the following location: Yuba City Water Treatment Plant, 701 Northgate Drive in the City of Yuba City, CA as shown on the Contract Drawings.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Contract Documents.

The Contract Documents consist of the following documents:

- Introductory Information (Sections 00005 through 00010)
- Bidding Requirements (Sections 00100 through 00480. Does not include Section 00300, Supplemental Project Information Available to Bidders);
- Contracting Requirements (Sections 00510 through 00800);
- General Requirements (Division 1);
- Technical Specifications including all Tables, Exhibits and Attachments;
- City Standard Specifications
- Contract Drawings;
- Addenda (numbers ____ to ____, inclusive);
- Permits from other agencies as may be required by law; and
- All other documents incorporated by reference into these Contract Documents.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Notice to Proceed (Section 00600);
 - Field Directive(s);
 - Change Order(s);
 - Construction Change Directive; and
 - Field Order(s).

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00510, Article 2, Contract Documents, Section 00300, Supplemental Project Information Available to Bidders, and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided for in Section 00700, General Conditions and Section 00800, Supplemental General Conditions.

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in Section 00700- 1.02, Definitions of Words and Terms, shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, City's award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. City makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code §1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

CONTRACTING REQUIREMENTS

2.7 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the City agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

Bid Items					
Item	Description	Qty	Unit	Unit Price, dollars	Total bid item price, dollars
1	Mobilization and Demobilization	1	LS		
2	Sound Barrier	1	LS		
3	Conductor Casing	50	LF		
4	Pilot Hole Drilling	450	LF		
5	Geophysical Logging	1	LS		
6	Caliper Survey	2	Each		
7	Aquifer Zone Sampling	5	Each		
8	Pilot Borehole Stabilization	452	LF		
9	Pilot Bore Reaming	365	LF		
10	16-Inch-Diameter Type 304L Stainless Steel Blank Casing	298	LF		
11	16-Inch-Diameter Type 304L Stainless Steel Louvered Screen	100	LF		
12	16-Inch-Diameter Type 304L Stainless Steel Cellar Pipe with SE End Cap	10	LF		
13	3-Inch-Diameter Type 304L Stainless Steel Gravel Feed Tube	217	LF		
14	3-Inch-Diameter Type 304L Stainless Steel Sounding Tube	239	LF		
15	8-Foot Type 304L Stainless Steel Casing Entry Port with Stiffener Rings	1	LS		
16	Filter Pack (includes filter pack, transition sand seal and bentonite seals)	300	LF		
17	Cement Grout	115	LF		
18	Mechanical Well Development	25	Hourly		
19	Chemical Development Using Chlorine	25	Hourly		
20	Chemical Development using Clay-Dispersant Polymers	25	Hourly		
21	Test Pump Mobilization and Demobilization	1	LS		
22	Pumping Development	50	Hourly		
23	Production Testing - Step Discharge Testing	12	Hourly		

CONTRACTING REQUIREMENTS

Item	Description	Qty	Unit	Unit Price, dollars	Total bid item price, dollars
24	Production Testing - Constant Discharge Testing	48	Hourly		
25	Flow Velocity Surveys	1	LS		
26	Plumbness and Alignment Survey	1	LS		
27	Acceptance Video Survey	1	LS		
28	Disinfection of Well	1	LS		
29	Site Cleanup	1	LS		
30	Fluids and Cuttings Containment and Disposal	1	LS		
31	Standby Time	1	Hourly		

TOTAL BID AWARD PRICE (Items 1 through 31) \$ _____

TOTAL BID AWARD PRICE (in words) _____

The above Total Contract Price includes all allowances, if any, provided for in the Contract Documents. Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, the City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, the City shall have the right to recover the balance from Contractor or its sureties.

Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units or work completed in accordance with Section 00700-9.04, Increased or Decreased Quantities.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Agreement in the manner as provided by California Public Contract Code §22300. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in §16430 of the California Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 - CONTRACT TIMES

4.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 Commence Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. The Contractor shall diligently execute the Work to complete each Milestone listed below within the following number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of the Contract Time.

CONTRACTING REQUIREMENTS

Times Allowed for Completion

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date) or Seasonal Dates
Substantial Completion	120
Final Completion	140

Milestones – Milestones are further defined in Section 01140, Work Restrictions and Section 00800, Supplementary Conditions.

4.4 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the contract times specified in 4.3, **Days to Achieve Contract Times**. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, construction management, inspection, and supervision; the loss suffered by the public within the City's constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the City and the Contractor agree that as liquidated damages for delay, in accordance with California Government Code Section 53069.85, the Contractor will forfeit and pay to the City liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the above section 4.3, Days to Achieve Contract Times, except as otherwise provided by extension of time pursuant to Section 00700-8.04, Time Extensions, of the General Conditions.

It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Damages for Delays

Milestone	Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
	Substantial Completion	\$750
	Final Completion	\$500

ARTICLE 5 - INSURANCE AND BONDS

5.1 Insurance. Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions and the Supplementary Special Conditions. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

CONTRACTING REQUIREMENTS

5.2 Faithfull Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best's rating of no less than A:VII or equivalent, unless otherwise approved by Agency.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Sections 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 - CITY'S REPRESENTATIVE(S) AND AUTHORITY'S CONSULTANTS

6.1 City's Representative. The City has designated **William Jow**, or his/her designee to act as City's Representative. The City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representative at any time with notice and without liability to Contractor. Each City's Representative is the beneficiary of all Contractor obligations to the City, including without limitation, all releases and indemnities. All documents requiring the signature/approval of City shall be signed by the City's Representative.

6.2 Design Engineer. The City has designated **West Yost Associates** to act as Design Engineer. The Design Engineer is included within and covered by Contractor's release and indemnity obligations to the City.

6.3 Construction Manager. The City has designated **William Jow**, to act as Construction Manager. The City may assign, upon mutual agreement, all or part of the City's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the City, including without limitation, all releases and indemnities.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the City to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00300, Supplemental Project Information Available to Bidders, or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the

CONTRACTING REQUIREMENTS

Contract, the plans, the specifications, and other related information made available to Contractor by the City.

- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the City is acceptable to Contractor.
- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 <i>et seq.</i> : Name of Subcontractor and Address of Mill or Shop	Description of Subcontractor's Work	Subcontractor's License No.

ARTICLE 8 - LABOR CODE COMPLIANCE AND DAVIS-BACON WAGES

8.1 California Labor Code. Pursuant to the provisions of §1770 *et seq.* of the California Labor Code, which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at City office or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, <http://www.dir.ca.gov/dlsr/>. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

CONTRACTING REQUIREMENTS

It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code §1775, including provisions which require Contractor to (a) forfeit as penalty to City not more than \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any Subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by City and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any Subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of \$100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations and all job site notices as prescribed by California Labor Code Section 1771.1.

Pursuant to California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of \$100 for each day of noncompliance.

Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that when the Bidder's bid was submitted, the Bidder and its Subcontractors were registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions. Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions.

8.2 Davis-Bacon Wages. - Not Used.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the City's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement, or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies hereunder.

CONTRACTING REQUIREMENTS

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

The City shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract.

9.6 No Waiver of Remedies. Neither the inspection by the City or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any positions taken by City or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and the City shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Contra Costa, State of California, and governed by California law (excluding choice of law rules). By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

9.8 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- A. personal delivery, in which case notice is effective upon delivery;

CONTRACTING REQUIREMENTS

- B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Any written notice to Contractor shall be sent to:

Company Name _____
Company Address _____
Individual's Name _____
Individual's Email Address _____
Individual's Direct Dial Phone #: _____
Individual's Fax # _____

Any written notice to City shall be sent to:

Director of Public Works and Development Services
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA, 95993

9.9 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

CONTRACTING REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

Date: _____ Federal I.D. #: _____
DIR Registration # _____ State ID # _____
California Contractor's License # & Classifications _____ Expiration Date _____

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title

Type of Business Entity (*check one*):

____ Individual/Sole Proprietor
____ Partnership
____ Corporation
____ Limited Liability Company
____ Other (*please specify*: _____)

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

CITY OF ANTIOCH

a California Municipal Corporation

DATE: _____ BY _____
City Manager

Original Approved As To Form:

Attest:

*****, City Attorney

*****, City Secretary

Original Approved as to Form:

Ben Moody, Director of Public Works and Development Services

CONTRACTING REQUIREMENTS

END OF SECTION

Appendix F

CLARIFICATIONS TO THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE GROUNDWATER WELL INSTALLATION PROJECT

AND

(UPDATED) MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This Appendix provides for refinements and clarifications to the Initial Study/Mitigated Negative Declaration (MND) as a result of comments received in response to the draft MND during the public review period of May 23, 2022, through June 20, 2022, and/or new information that clarifies, amplifies, or makes insignificant modifications to the draft MND. The draft MND was also reviewed for any additional errata updates. This information, below, is presented as a clarification, update, and addition to the draft MND, and replaces the specified references in the draft MND as noted herein.

The changes described in this Appendix do not result in “substantial revisions” as contemplated by CEQA Guidelines Section 15073.5. No new, avoidable significant effect is identified, and no mitigation measures or project revisions were added after circulation in order to reduce the effect to insignificance. Likewise, the clarifications do not reflect any proposed mitigation measures or project revisions that will not reduce potential effects to less than significance and new measures or revisions must be required.

In this regard, CEQA Guidelines Section 15073.5(c) does not require recirculation of the draft MND as i) the refinements merely clarify, amplify, or make insignificant modifications to the negative declaration; ii) refinements to mitigation measures are either equally or more effective as contemplated by CEQA Guidelines Section 15074.1; iii) to the extent that the refinements to the mitigation result in revisions to the Project, such project revisions do not create new, avoidable, significant effects; and iv) the measures or conditions of Project approval added after circulation of the draft MND are not required by CEQA, and do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.

In sum, the text changes provided below do not change any of the conclusions presented in the MND in a manner that would require recirculation of the MND. Additionally, the clarified MND does not identify any significant effect on the environment which cannot be mitigated or avoided. Therefore, a MND remains appropriate for this Project as contemplated by CEQA.

Clarifications and refinements to the draft MND contained in this Appendix are noted as either additions with a underline, or deletions with a ~~strike through~~.

REFINEMENTS AND CLARIFICATIONS.

a. General update:

Any mitigation measure modified or otherwise updated in Chapter 4 (Mitigation Monitoring and Reporting Program), commencing on page 4-1 of the draft MND, shall

be applicable and deemed updated throughout the entire MND without need for further edits or specific clarification in this Appendix.

b. Page 2-11, Checklist:

The boxes next to “Geology/Soils,” “Hydrology/Water Quality,” and “Utilities/Service Systems” on the checklist should be blank, and are clarified as such. As further detailed in the supporting narrative for each of these items, there are no potential, significant, adverse effects that would be associated with these items, nor is mitigation proposed or needed with regard to those items.

c. Table 4-1 (Mitigation Monitoring and Reporting Program), pages 4-2 through 4-5:

Table 4-1 is updated as set forth in the “(Updated) Mitigation Monitoring And Reporting Program,” found immediately below.

Table 4-1. (Updated) Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Biological Resources					
Mitigation Measure BIO-1: Swainson's hawk					
Project construction could result in direct permanent impacts to suitable nesting habitat for Swainson's hawks. To ensure that there are no impacts to protected Swainson's hawk are reduced, the following measures are recommended required: - If Project construction is anticipated to commence during the Swainson's hawk nesting season, approximately March 1 through September 15, a qualified biologist shall conduct a <u>two</u> preconstruction surveys within 0.25 mile of the Project footprint in accordance with the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000). A <u>third</u> preconstruction survey is required if the <u>qualified biologist determines that there is a significant probability of potential nesting given the timing of the first two preconstruction surveys and the proposed third preconstruction survey</u>. If no active Swainson's hawk nests are found within 0.25 mile of the Project, no avoidance or other mitigation measures are recommended required. - If an active Swainson's Hawk nest is found within 0.25 mile of the Project footprint, an avoidance and minimization plan shall be prepared in consultation with the City and CDFW. The avoidance and minimization plan will be implemented only upon City and CDFW approval. The plan shall include, but is not limited to, worker awareness training, avoidance radius around the active nest, and nest monitoring during construction. - Swainson's hawk surveys are not necessary if Project construction commences during September 15 through February 28.	Prior to construction activities	Once	City of Yuba City		
Mitigation Measure BIO-2a: Pre-construction surveys					
During the nesting season (approximately February 1 to August 31) conduct pre-construction nesting bird surveys of suitable habitats in the Project area within 44 <u>three (3)</u> days prior to the commencement of Project construction. The survey area shall include the Project footprint and 300-foot radius for raptors and a 100-foot radius for other birds protected under the MBTA.	During construction activities	Daily, during construction activities	City of Yuba City		
Mitigation Measure BIO-2b: Nesting bird buffers					

If active nests are found, a no-disturbance buffer should be established around the nest. The buffer distance should be established by a qualified biologist in consultation with the City and CDFW. The buffer should be maintained until the fledglings are capable of flight and become independent of the nest, to be determined by a qualified biologist. Once the young are independent of the nest, no further measures would be necessary. Pre-construction nesting surveys would not be required for construction activity that begins outside the nesting season (September 1 to January 31).	Within 30 days prior to the start of work performed from February 1 to September 15	Once	City of Yuba City		
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Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Mitigation Measure BIO-3: Burrowing Owls					
Project construction could result in direct permanent impacts to suitable nesting habitat for burrowing owls. To ensure that there are no impacts to protected burrowing owls are reduced, the following is recommended required: • Prior to Project construction, a qualified biologist shall conduct a burrowing owl habitat assessment according to the Staff Report on Burrowing Owl Mitigation (Staff Report) (CDFG 2012). • If potential burrowing owl nesting habitat is present within 656 feet (200 meters) of the Project footprint, nesting or wintering season surveys for burrowing owl shall be conducted according to the Staff Report (CDFG 2012) consistent with the California Department of Fish and Wildlife (CDFW) 2012 Staff report on Burrowing Owl Mitigation dated March 7, 2012 (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline=true.) • If an active, occupied burrow is discovered within 656 feet of the Project footprint, the City and CDFW shall be notified. An avoidance radius shall be established and fenced around the occupied burrow, in consultation with the City and CDFW and consistent with the 2012 Staff report on Burrowing Owl Mitigation dated March 7, 2012. (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline=true.) • If avoidance of the occupied burrow is not feasible, a passive relocation plan shall be prepared in consultation with the City and CDFW. The passive relocation plan will be implemented only upon City and CDFW approval consistent with the CDFW Staff report on Burrowing Owl Mitigation dated October 17, 1995. (https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83844&inline=true.)	Prior to construction activities	Once	City of Yuba City		
Cultural Resources					
Mitigation Measure CUL-1: Cultural Resources					

If subsurface deposits believed to be cultural or human in origin are discovered during construction, all work must halt within a 50-foot radius of the discovery. A qualified professional archaeologist, meeting the Secretary of the Interior's Professional Qualification Standards for pre-contact and historic archaeologist, shall be retained to evaluate the significance of the find, and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The following notifications shall apply, depending on the nature of the find: • If the professional archaeologist determines that the find does not represent a cultural resource, work may resume immediately, and no agency notifications are required. • If the professional archaeologist determines that the find does represent a cultural resource from any time period or cultural affiliation, he or she shall immediately notify the Bureau of Reclamation, the City of Yuba City, and applicable landowner. The agencies shall consult on a finding of eligibility and implement appropriate treatment measures, if the find is determined to be a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines.	In the event cultural resources or human remains are uncovered	During ground-disturbing activities	City of Yuba City		
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Groundwater Well Installation

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Work may not resume within the no-work radius until the lead agencies, through consultation as appropriate, determine that the site either: 1) is not a Historical Resource under CEQA, as defined in Section 15064.5(a) of the CEQA Guidelines; or 2) that the treatment measures have been completed to their satisfaction.					
Mitigation Measure CUL-2: Human Remains					
If the find includes human remains, or remains that are potentially human, he or she the archaeologist shall ensure reasonable protection measures are taken to protect the discovery from disturbance (AB 2641). The archaeologist shall notify the Sutter County Coroner (per § 7050.5 of the Health and Safety Code). The provisions of § 7050.5 of the California Health and Safety Code, § 5097.98 of the California PRC, and AB 2641 will be implemented. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the project (§ 5097.98 of the PRC). The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the landowner does not agree with the recommendations of the MLD, the NAHC can mediate (§ 5097.94 of the PRC). If no agreement is reached, the landowner must rebury the remains where they will not be further disturbed (§ 5097.98 of the PRC). This will also include either recording the site with the NAHC or the appropriate Information Center, using an open space or conservation zoning designation or easement, or recording a reinternment document with the county in which the property is located (AB 2641). Work may not resume within the no-work radius until the lead agencies agency, through consultation as appropriate, determines that the treatment measures have been completed to their its satisfaction.	In the event cultural resources or human remains are uncovered	During ground disturbing activities	City of Yuba City		
Mitigation Measure TCR-1: Construction Field Visit					
A minimum of seven calendar days prior to the start of construction, the project proponent shall send a written notice to the United Auburn Indian Community to provide the option for a tribal representative to visit the project location to observe any soil piles or other disturbed areas within the first five days of ground-breaking activity, at its own expense and discretion. Construction activity may be ongoing during this time. Should the tribe choose not to perform a field visit within the first five days, construction activities may continue as scheduled, as long as the notification was made and documented.	During the first 5 days of construction	Once	City of Yuba City		

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Mitigation Measure TCR-2: Worker Awareness Training					
The City shall ensure that a Worker Awareness Training Program is developed and delivered to train equipment operators about tribal cultural resources. The program shall be designed to inform workers about: federal and state regulations pertaining to cultural resources and tribal cultural resources; the subsurface indicators of resources that shall require a work stoppage; procedures for notifying the City of any occurrences; and enforcement of penalties and repercussions for non-compliance with the program. Worker training will be provided in person on the first day of scheduled construction and all equipment operators will be provided a copy of a brochure provided by the United Auburn Indian Community (UAIC). The UAIC shall be afforded the option of attending the initial training in person to communicate the contractor's need to be respectful of tribal cultural resources and tribal participation in implementing unanticipated discovery protocols. All ground-disturbing equipment operators shall be required to receive the training and sign a form that acknowledges receipt of the training. A copy of the form and training brochure shall be provided to the City as proof of compliance.	At the start of construction	Once	City of Yuba City		
Mitigation Measure TCR-3: Unanticipated Discovery Procedures					
If potentially significant Tribal Cultural Resources (TCRs) are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find. A Native American representative from traditionally and culturally affiliated Native American Tribes that requested consultation on the project shall be immediately contacted and invited to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. If deemed necessary by the City, a qualified cultural resources specialist meeting the Secretary of Interior's Standards and Qualifications for Archaeology, may also assess the significance of the find in joint consultation with Native American representatives to ensure that Tribal values are considered. Work at the discovery location cannot resume until the City, in consultation as appropriate and in good faith, determines that the discovery is either not a TCR, or has been subjected to treatment directed by the City.	In the event Tribal Cultural Resources are uncovered	During ground-disturbing activities	City of Yuba City		

CITY OF YUBA CITY

Future Agenda Items

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

CITY OF YUBA CITY

Reports and Communications

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

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

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

City Council Reports

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

Adjournment